

<u>Order#</u>	<u>Event</u>
697326	DRUM & BUGLE COMPETITION 06/30/07
697328	HS BAND CHAMPIONSHIPS 11/09/07
697330	HS FOOTBALL KICKOFF CLASSIC 09/08/07
697331	DRUMLINE LIVE 10/20/07
697333	H.S. FOOTBALL CHAMPIONSHIPS 11/30/07
697400	BAMBOOZLE CONCERT 05/05/07
697520	GOLD CUP SOCCER 06/08/07
697521	US WOMENS NATIONAL TEAM VS BRAZIL 06/23
697523	IRELAND VS ECUADOR 05/23/07
697805	URBAN LEAGUE CLASSIC 09/15/07
697900	HOT 97 CONCERT 06/03/07
697901	THE POLICE CONCERT 08/05/07
697903	GENESIS CONCERT 09/27/07
697904	LIVE EARTH 7/7/07
797001	JOYCE MEYER MINISTRIES 07/19/07
797006	INTERNATIONAL FIGHT LEAGUE 08/02/07
797007	BAPS CARE RELIGIOUS EVENT 08/04/07
797008	WALKING WITH DINOSAURS 10/03/07 7PM
797015	DISNEY PLAYHOUSE LIVE 11/29/07 11AM
797018	BRUCE REHEARSALS
797052	HS HOCKEY FINALS (2 GAMES) 03/17/07
797053	HS BASKETBALL FINALS (2 GAMES) 3/19/07
797301	HIGH SCHOOL MUSICAL CONCERT 1/8/07
797302	DANCING WITH THE STARS CONCERT 2/1/07
797303	NICKELBACK CONCERT 3/5/07
797304	JUSTIN TIMBERLAKE CONCERT 3/29/07
797305	CHRISTINA AGUILERA CONCERT 4/5/07
797306	TOBY KEITH CONCERT 2/2/07
797307	CHRIS TOMLIN CONCERT 2/18/07
797308	KEITH URGAN CONCERT 08/15/07
797309	ROD STEWART CONCERT 05/11/07
797310	ROGER WATERS CONCERT 05/24/07
797311	TIM McGRAW / FAITH HILL CONCERT 07/09/07
797312	JOSH GROBAN CONCERT 07/24/07
797313	BEYONCE CONCERT 08/03/07
797314	JUSTIN TIMBERLAKE CONCERT 08/13/07
797316	AMERICAN IDOL CONCERT 08/28/07
797316	AMERICAN IDOL CONCERT 08/28/07
797318	SO YOU THINK YOU CAN DANCE 09/29/07
797319	AUTUMN BLAZE CONCERT 10/13/07
797320	VAN HALEN CONCERT 11/03/07
797321	KIDZ BOP CONCERT 12/06/07
797322	TRANS-SIBERIA ORCHESTRA 12/15/07 3PM
797323	BRUCE SPRINGSTEEN & E STREET 10/09/07
797325	EVANESENCE CONCERT 12/04/07
797326	ANDREA BOCELLI CONCERT 12/08/07
797327	BARRY MANILOW CONCERT 12/10/07
797330	DAVE MATTHEWS BAND CONCERT 11/13/07
797331	SAREGAMAPA - INDIAN CONCERT 11/30/07
797351	DOO WOP REUNION CONCERT 06/16/07
797601	STATE FAIR MEADOWLANDS 06/21/07
797701	SESAME STREET LIVE 09/19/07
797726	DOI - 100 YEARS OF MAGIC 1/23/07

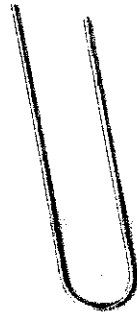
Order# Event

797738 DISNEYS HIGH SCHOOL MUSICAL 11/23/07 10A
797751 RINGLING BROS CIRCUS 3/7/07
797776 HARLEM GLOBETROTTERS 2/17/07
797781 CHAMPIONS ON ICE 4/28/07
797800 WWE SUMMERSLAM 08/26/07
797826 BERKELEY COLLEGE GRADUATION 04/27/07
797827 SETON HALL GRADUATION 05/07/07
797832 PARAMUS CATHOLIC HS GRADUATION 06/04/07
797901 THE WIGGLES 07/28/07 1PM
 Fairleigh Dickinson University Graduation 05/15/07
 NJ City Graduation 05/16/07
 Montclair State University graduation 5/18/07
 Benefica vs. Athens 05/27/07
 JENNIFER LOPEZ & MARC ANTHONY REHEARSAL 09.07



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Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center



Preliminary Settlement
"High School Musical - The Concert"

January 8, 2007

Gross Ticket Sales Revenue	\$834,677.16	
Less: NJ Sales Tax	<u>54,605.05</u>	
Revenue Subject to License Fee		\$780,072.11
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>51,266.17</u>	131,266.17
Due Promoter (Authority)		648,805.94
Less: Cash to Promoter	5,000.00	
K- Type Receivable	4,797.00	
Secondary Box Office	37,615.50	
Contingency	<u>0.00</u>	<u>47,412.50</u>
Due Promoter (Authority)		<u>601,393.45</u>

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Assistant Vice President - Event Accounting

Matt Granger
AEG Live



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Atlantic City Convention Center
The Wildwoods Convention Center

01/17/08

Final Settlement Drumline Live Exhibition

January 20, 2007

Gross Ticket Sales Revenue		\$61,410.00
Less:	Stadium License Fee	\$15,000.00
	Excess Gross Admissions	0.00
	Reimbursable Expenses	<u>36,903.00</u>
		51,903.00
Due Youth Education in the Arts		9,507.00
Less:	Ticket Sales by Promoter	<u>10,890.00</u>
Due Authority		<u>(1,383.00)</u>

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Bringing the World to New Jersey

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- Giants Stadium
- Continental Airlines Arena
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

28-Jan-07

Final Settlement
Disney on Ice
100 Years of Magic
January 23rd - January 28th, 2007

Gross Ticket Sales Revenue	\$2,091,061.75
Less: New Jersey Sales Tax	(136,798.38)
Add: Special Seating (272 seats x 12 shows x \$32.50)	<u>106,080.00</u>

Total Gross Ticket Sales Revenue **\$2,060,343.37**

Less:

Advertising	351,006.22	
Group Sales Commissions	26,894.67	
Credit Card Commissions	42,460.66	
Royalties	<u>247,241.20</u>	<u>667,602.75</u>

Adjusted Gross Receipts **\$1,392,740.66**

Ringling Bros. Share (See Attached Schedule) \$855,281.43

Add:

Advertising	351,006.22	
Traveling Stagehands	20,707.70	
Taped Narration & Musical Accompanime	2,400.00	
ASCAP	1,986.00	
Royalties	247,241.20	
Group Sales Brochure	1,498.20	
Spotlight Gels	160.00	
Pyro Permits	<u>5,800.00</u>	<u>630,799.32</u>

Due Ringling Brothers (Authority) \$1,486,080.75

Less:

Advertising Expenses paid by NJSEA	40,993.26	
Asbury Park Press Ad - Trenton	946.40	
Telephones & T1 Line	800.00	
Aramark Bills	<u>3,003.28</u>	<u>45,742.94</u>

Total Due Ringling Brothers **\$1,440,337.85** ✓

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Maureen Hayes
 Maureen Hayes
Vicki Scharfberg
 Vicki Scharfberg



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- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

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Final Settlement

**New York Urban League Fund
NCCU Eagles/ECSU Vikings
September 14, 2008**

25-Jan-08

Gross Ticket Sales Revenue	\$693,845.00	
Less: N.J. Sales Tax (7%)	<u>\$45,391.73</u>	648,453.27
Less: Ticket Commissions		<u>11,287.85</u>
Net Ticket Sales Revenue		637,165.42
Less: Reimbursable Event Expenses		<u>135,000.00</u>
Amount Subject to License Fee		502,165.42
Less: License Fee (10%) Officials	50,216.54 <u>4,900.00</u>	<u>55,116.54</u>
Amount Due New York Urban League		447,048.88
Less: Accounts Receivable - Tickets		
NCCU Eagles	14,465.09	
ECSU Vikings	21,450.00	
Jay Johnson	58,390.00	
Urban League	<u>435,615.00</u>	<u>529,920.00</u>
Amount Due New York Urban League/(Authority)		(82,871.12)
Less: NY Urban League share of Flea Market Step Show	1,166.53 <u>4,348.66</u>	<u>5,515.19</u>
Amount Due New York Urban League/(Authority)		(88,386.31)
Add: Rebate for Game Time Start	30,000.00	
Parking Participation (\$4.68 per car after sales tax)	<u>30,630.60</u>	<u>60,630.60</u>
Amount Due New York Urban League/(Authority)		(27,755.71)

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Meadowlands Racetrack
Giants Stadium
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Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
"Dancing with the Stars"
February 1, 2007

Gross Ticket Sales Revenue	\$495,213.50	
Less: NJ Sales Tax	<u>32,403.98</u>	
Revenue Subject to License Fee		\$462,809.52
Arena License Fee	70,000.00	
Reimbursable Arena Expenses	<u>42,969.09</u>	<u>112,969.09</u>
Due Promoter (Authority)		349,840.43
Less: Cash to Promoter	56,000.00	
Band Receivable	0.00	
Secondary Box Office	1,930.50	
Preliminary Settlement	<u>297,518.34</u>	<u>355,448.84</u>
Due Promoter (Authority)		<u>(5,608.40)</u>
Add: Ticketmaster Additional Convenience Fee	7,779.00	
Suite Tickets Sold (272 @ \$3)	816.00	
Suite Tickets Relocated (82 @ \$3)	<u>246.00</u>	<u>8,841.00</u>
Due Promoter (Authority)		<u>3,232.60</u>

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- Continental Airlines Arena
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Toby Keith
 "Hookin' Up and Hangin' Out Tour"
 February 2, 2007

Gross Ticket Sales Revenue	\$655,856.00	
Less: NJ Sales Tax	<u>43,454.80</u>	
Revenue Subject to License Fee		\$612,401.20
Arena License Fee	77,223.00	
Reimbursable Arena Expenses	<u>46,725.08</u>	<u>123,948.08</u>
Due Promoter (Authority)		488,453.12
Less: Cash to Promoter	0.00	
Receivable - L-type	0.00	
Secondary Box Office	3,400.00	
Preliminary Settlement	<u>484,558.86</u>	<u>487,958.86</u>
Due Promoter (Authority)		\$494.26
Add: Suite Tickets Sold (272 @ \$3.00 per show)	816.00	
Suite Tickets Relocated (42 @ \$3.00 per show)	126.00	942.00
Due Promoter (Authority)		<u>1,436.26</u>

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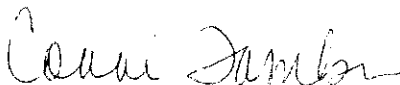


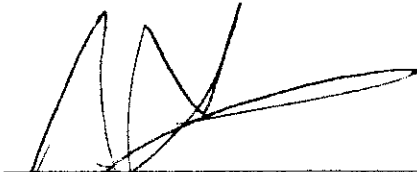
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Meadowlands Racetrack
 Giants Stadium
 Continental Airlines Arena
 Monmouth Park Racetrack
 Boardwalk Hall
 Atlantic City Convention Center
 The Wildwoods Convention Center

New Jersey Sports & Exposition Authority
 Preliminary Settlement
Harlem Globetrotters
February 17th & 19th, 2007

Gross Ticket Sales Revenue - February 17th	\$304,683.00	
Gross Ticket Sales Revenue - February 19th	\$259,258.50	
Food Coupons (\$5 per ticket)	<u>(\$2,895.00)</u>	\$561,046.50
Less: NJ Sales Tax (7%)		<u>\$36,703.98</u>
Net Ticket Sales Revenue		\$524,342.52
Magic Circle Promotion Item	\$0.00	
Net Sponsorship Proceeds	<u>\$286.00</u>	<u>286.00</u>
Net Proceeds		\$524,628.52
Less: Advertising	68,222.25	
Ticket Commissions	3,550.31	
Magic Circle Promotion Item	0.00	
Helium Tank	0.00	
Spot Operators	<u>1,026.00</u>	<u>72,798.56</u>
Amount Subject To Split		<u>451,829.97</u>
AMOUNT DUE HARLEM GLOBETROTTERS - 60%		271,097.98
Add: Publicity Expense paid to Globetrotters	2,355.59	
Advertising Expenses Due MSG	<u>21,666.67</u>	<u>24,022.26</u>
AMOUNT DUE HARLEM GLOBETROTTERS		295,120.24
Less: Advertising Expenses Due Continental Airlines Arena	10,000.00	
Steve Harvey Tickets	129.00	
Cash	6,000.00	
Military Ticket Receivable	<u>1,005.00</u>	<u>17,134.00</u>
AMOUNT DUE HARLEM GLOBETROTTERS		<u>277,986.55</u>


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 Iva Smith
 Harlem Globetrotters



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Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Chris Tomlin - Louie Giglio
"How Great Is Our God Tour"
February 18, 2007

Gross Ticket Sales Revenue	\$245,515.00	
Less: NJ Sales Tax	<u>0.00</u>	
Revenue Subject to License Fee		\$245,515.00
Arena License Fee	50,000.00	
Reimbursable Arena Expenses	<u>19,547.11</u>	<u>69,547.11</u>
Due Promoter (Authority)		175,967.89
Less: Cash to Promoter	0.00	
Promoter Receivable	13,775.00	
Secondary Box Office	0.00	
Preliminary Settlement	<u>161,553.05</u>	<u>175,328.05</u>
Due Promoter (Authority)		<u>639.84</u>

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- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Nickelback
 March 5, 2006

Gross Ticket Sales Revenue	\$716,262.00	
Less: NJ Sales Tax	<u>53,270.79</u>	
Revenue Subject to License Fee		\$662,991.21
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>44,196.06</u>	<u>124,196.06</u>
Due Promoter (Authority)		538,795.15
Less: Cash to Promoter	10,000.00	
Receivable	0.00	
Secondary Box Office	0.00	
Preliminary Settlement	<u>530,095.23</u>	<u>540,095.23</u>
Due Promoter (Authority)		(\$1,300.08)
Add: BML Theatrical Services - Barricade	1,716.23	
Suites Sold (272*\$3)	816.00	
Suites Relocated (14*\$3)	<u>42.00</u>	<u>2,574.23</u>
Due Promoter (Authority)		<u>1,274.15</u>

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Meadowlands Racetrack
Giants Stadium
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Monmouth Park Racetrack
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Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Ringling Brothers and Barnum and Bailey Circus
March 7 -12, 2007

Gross Ticket Sales	\$2,395,218.80		
Auction Proceeds	<u>\$0.00</u>	\$2,395,218.80	
Less: NJ Sales Tax - 7%		<u>156,608.86</u>	\$2,238,609.94
Add: Special Seating (272 x \$22.50 x 13)			<u>79,560.00</u>
Total Gross Ticket Sales			2,318,169.94
Advertising		403,782.38	
Group Sales Commissions		39,234.10	
Credit Card Commissions		46,761.88	
Premium Items - Celebrity Seating		<u>0.00</u>	<u>489,778.36</u>
Gross Receipts Subject to Split			<u>1,828,391.58</u>
1,000,000.00 @ 70%	700,000.00		
300,000.00 @ 80%	240,000.00		
528,391.58 @ 86%	<u>454,416.76</u>		
Feld Entertainment Share			1,394,416.76
Add: Advertising	403,782.38		
ASCAP	2,112.50		
Musicians	13,511.38		
Spotlight Gels	115.00		
Group Sales Expenses	2,493.00		
Zenith Pyrotechnology	2,900.00		
Premium Items - Celebrity Seating	<u>0.00</u>		
			<u>424,914.26</u>
Feld Entertainment Share			1,819,331.02
Less: Ticket Receivable	11,150.00		
Stagehands - Riggers	11,451.00		
Advertising Due NJSEA for MSG	10,833.09		
Advertising paid by NJSEA	43,332.38		
Aramark Bills	8,131.05		
Telephones & T1	<u>1,100.00</u>		
			<u>85,997.52</u>
Total Due Feld Entertainment, Inc.			<u>\$1,733,333.49</u>

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Assistant Vice President - Event Accounting

Eve Landman
Eve Landman
Vicki Scharfberg
Vicki Scharfberg



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Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement High School Hockey Championships March 16 Canceled & 17, 2007

Gross Ticket Sales Revenue 3/16/07	\$33,815.00	
Gross Ticket Sales Revenue 3/17/07	\$265.00	
Less: NJ Sales Tax*	<u>0.00</u>	
Revenue Subject to License Fee		\$34,080.00
Additional Costs - Ice/Changeover	0.00	
Reimbursable Arena Expenses (Capped @ \$88,200)	<u>32,813.44</u>	<u>32,813.44</u>
Due Promoter (Authority)		1,266.56
Add: Concession Participation Fee	9,917.05	
Parking Participation Fee (\$5,355 @ 35%)	<u>1,751.64</u>	<u>11,668.68</u>
Due Promoter (Authority)		12,935.24
Less: Secondary Box Office 3/16/07	440.00	
Secondary Box Office 3/17/07	<u>0.00</u>	<u>440.00</u>
Due Promoter (Authority)		<u>12,495.24</u>

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Assist. VP-Event Accounting
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Meadowlands Racetrack
Giants Stadium
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Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement 2007 High School Basketball Tournament March 19, 2007

Gross Ticket Sales Revenue	\$28,315.00	
Less: NJ Sales Tax	<u>0.00</u>	
Revenue Subject to License Fee		\$28,315.00
Changeover Costs	0.00	
Reimbursable Arena Expenses(Capped \$42,883.06)	<u>30,849.55</u>	<u>30,849.55</u>
Due Promoter (Authority)		(2,534.55)
Add: Concession Participation	8,299.39	
Parking Participation (35% of gross)	<u>1,951.17</u>	<u>10,250.56</u>
Due Promoter (Authority)		<u>\$7,716.01</u>

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* Applicable Sales Tax should be paid by the New Jersey Nets.



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- Meadowlands Racetrack
- Giants Stadium
- Continental Airlines Arena
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Justin Timberlake
March 29, 2007

Gross Ticket Sales Revenue	\$1,393,519.96	
Less: NJ Sales Tax (7%)	<u>91,164.86</u>	
Revenue Subject to License Fee		\$1,302,355.10
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>73,474.52</u>	<u>153,474.52</u>
Due Promoter (Authority)		1,148,880.59
Less: Cash to Promoter	0.00	
K-Type Receivable - AEG CA	66,332.00	
B-Type Receivable - Band Tickets	3,312.00	
N-Type Receivable - AEG NY	2,116.00	
Preliminary Settlement	<u>1,077,295.55</u>	<u>1,149,055.55</u>
Due Promoter (Authority)		<u>(174.96)</u>
Add: Suite Tickets Sold	816.00	
	<u>0.00</u>	<u>816.00</u>
Due Promoter (Authority)		<u>641.04</u>

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Assistant Vice President - Event Accounting



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Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Christina Aguilera
April 5, 2007

Gross Ticket Sales Revenue	\$1,037,300.70	
Less: NJ Sales Tax (7%)	<u>67,860.79</u>	
Revenue Subject to License Fee		\$969,439.91
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>57,874.15</u>	<u>137,874.15</u>
Due Promoter (Authority)		831,565.75
Less: Cash to Promoter	10,000.00	
K-Type Receivable - AEG	16,102.00	
B-Type Receivable - Band Tickets	4,268.00	
T-Type Receivable - William Morris	194.00	
Preliminary Settlement	591,696.29	
Advance Deposit	<u>220,000.00</u>	<u>842,260.29</u>
Due Promoter (Authority)		<u>(10,694.54)</u>
Add: Ticketmaster Additional Convenience Fee	10,795.00	
Suite Tickets Sold (272*\$3)	816.00	
Suite Tickets Relocated (14*\$3)	<u>42.00</u>	<u>11,653.00</u>
Due Promoter (Authority)		<u>958.46</u>

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Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
Berkeley College Graduation
April 27, 2007**

Advance Deposits by Berkeley College		\$35,000.00
Less:		
Arena License Fee	\$10,000.00	
Reimbursable Arena Expenses (See Attached)	<u>26,660.14</u>	<u>36,660.14</u>
Total Due Berkeley College/(Authority)		<u>(\$1,660.14)</u>

A handwritten signature in cursive script, reading "Conni Tamburri", is written over a horizontal line.

Conni Tamburri
Vice President-Event Accounting
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PAST DUE
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Final Settlement
Berkeley College Graduation
April 27, 2007

Advance Deposits by Berkeley College		\$35,000.00
Less:		
Arena License Fee	\$10,000.00	
Reimbursable Arena Expenses (See Attached)	<u>26,660.14</u>	<u>36,660.14</u>
Total Due Berkeley College/(Authority)		<u>(\$1,660.14)</u>

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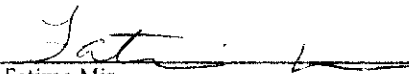


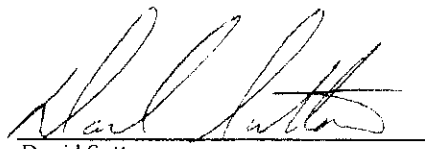
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 Boardwalk Hall
 Atlantic City Convention Center
 The Wildwoods Convention Center

**Final Settlement
 2007 Champions on Ice
 April 28, 2007**

Gross Ticket Sales			\$261,925.00	
Refund			<u>\$24,060.00</u>	
Total			\$285,985.00	
Less: New Jersey Sales Tax (7%)			<u>\$17,132.14</u>	
Net Ticket Sales Subject to License Fee			\$268,852.86	
Less: NJSEA Percentage of Proceeds				
\$0 - \$450,000	40%	\$107,541.14		
\$450,001 - \$600,000	35%	\$0.00		
Excess of \$600,000	30%	<u>\$0.00</u>	<u>\$107,541.14</u>	
Total Due Tom Collins Enterprises, Inc.				\$161,311.72
Less:				
Aramark Bills		\$0.00		
T1 Line-Charges waived		\$0.00		
Phone lines-Charges waived		\$0.00		
Cash to Promoter		<u>\$0.00</u>	<u>\$0.00</u>	
Total Due Tom Collins Enterprises, Inc.				\$161,311.72
Add:				
Advertising Expenses due Tom Collins, Inc.		\$12,750.00		
Ticketmaster Rebate		\$2,433.00		
Rebate for time change		\$20,000.00		
Event Sponsorship		<u>\$0.00</u>	<u>\$35,183.00</u>	
Total Due Tom Collins Enterprises, Inc.				<u>\$196,494.72</u>


 Fatima Mir
 New Jersey Sports and Exposition Auth.


 David Sutton
 Tom Collins Enterprises



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- Continental Airlines Arena
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

697400

**Final Settlement
The Bamboozle Festival
May 5 & 6, 2007**

Gross Ticket Sales Revenue	\$2,828,315.00	
Less: NJ Sales Tax	<u>186,132.20</u>	
Revenue Subject to License Fee		\$2,642,182.80
Stadium Licensee Fee	40,000.00	
Reimbursable Stadium Expenses	<u>532,510.68</u>	<u>572,510.68</u>
Due Promoter (Authority)		2,069,672.12
Less: Cash	1,000.00	
Secondary Box Office	38,263.00	
Aramark Buyout	35,000.00	
Preliminary Settlement	<u>2,103,235.94</u>	<u>2,177,498.94</u>
Add: Parking Revenues (\$4.67 per car)	75,172.99	
Facility Fee (77,651 @ \$.4673)	34,604.03	
Rent Rebate - 2006	<u>25,000.00</u>	<u>134,777.02</u>
Due Promoter (Authority)		<u>\$26,950.20</u>

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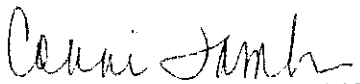


We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Seton Hall University Graduation
May 7, 2007

Reimbursable Arena Expenses	\$31,362.52	
Due Authority		\$31,362.52
Less: Payment by Seton Hall University		<u>0.00</u>
Due Authority/(Seton Hall)		<u>\$31,362.52</u>



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Assistant Vice President-Event Accounting
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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Rod Stewart
May 11, 2007

Gross Ticket Sales Revenue	\$968,562.64	
Less: NJ Sales Tax (7%)	<u>63,363.91</u>	
Revenue Subject to License Fee		\$905,198.73
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>48,506.95</u>	<u>128,506.95</u>
Due Promoter (Authority)		776,691.78
Less: Cash to Promoter	40,000.00	
K-Type Receivable - AEG CA	762.00	
Preliminary Settlement	<u>746,771.53</u>	<u>787,533.53</u>
Due Promoter (Authority)		<u>(10,841.75)</u>
Add: Ticketmaster Additional Convenience Fee	8,098.00	
Promoter Rent Rebate	<u>5,000.00</u>	<u>13,098.00</u>
Due Promoter (Authority)		<u>2,256.25</u>

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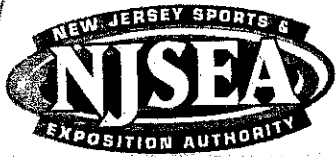
We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Fairleigh Dickinson University Graduation
May 15, 2007

Arena License Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>28,245.77</u>	
Due Authority		48,245.77
Less: Payment by Fairleigh Dickinson University		<u>20,000.00</u>
Due Authority		<u>\$28,245.77</u>

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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
NJ City Graduation
May 16, 2007**

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>25,911.08</u>	
Due Authority		\$45,911.08
Less: Payment by NJ City		<u>45,000.00</u>
Due Authority		<u>\$911.08</u>

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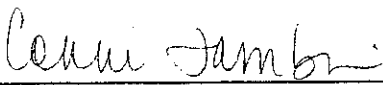


We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- Continental Airlines Arena
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Montclair State University Graduation
May 18, 2007

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>26,761.70</u>	
Due Authority		\$46,761.70
Less: Payment by Montclair State University		<u>20,000.00</u>
Due Authority		<u>\$26,761.70</u>



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**Final Settlement
Republic of Ireland vs Ecuador
May 23, 2007**

Ticket Sales Collected by NJSEA

Ticketmaster Sales		257,500.00
Box Office Sales		<u>801,960.00</u>
Ticket Sales by NJSEA		1,059,460.00

Less: Sales tax (7%)		<u>69,310.47</u>
Due Promoter (Authority)		990,149.53

Stadium Licensee Fee & Impost	95,517.03	
Reimbursable Stadium Expenses	102,413.75	
Ticket Receivable - Delgado	200,360.00	
Ticket Receivable - Cazar	31,000.00	
Ticket Receivable - Luis	<u>11,000.00</u>	<u>440,290.78</u>

Due Promoter (Authority)		549,858.76
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Add: Concession Participation (30%)	3,958.64	
Parking Participation (20% of gross)	<u>11,862.80</u>	<u>15,821.44</u>

Due Promoter (Authority)		<u>\$565,680.19</u>
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Vice President - Event Accounting
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Nelson C. Rodriguez
Nelson Rodriguez
Soccer United Marketing



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- Continental Airlines Arena
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Roger Waters
 Dark Side of the Moon
 May 24, 2007

Gross Ticket Sales Revenue	\$1,271,701.94	
Less: NJ Sales Tax	<u>83,594.91</u>	
Revenue Subject to License Fee		\$1,188,107.03
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>49,999.12</u>	<u>129,999.12</u>
Due Promoter (Authority)		1,058,107.90
Less: Cash to Promoter	36,000.00	
Receivable	0.00	
Secondary Box Office	7,970.00	
Preliminary Settlement	<u>1,014,920.70</u>	<u>1,058,890.70</u>
Due Promoter (Authority)		(\$782.80)
Add: Suite Tickets Sold (272 @ \$3.00 per show)	816.00	
Suite Tickets Relocated (14 @ \$3.00 per show)	42.00	
	0.00	
	<u>0.00</u>	<u>858.00</u>
Due Promoter (Authority)		<u>\$75.20</u>

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**Final Settlement
Benfica vs. AEK Athens
May 27, 2007**

Ticket Sales Collected by NJSEA

Ticketmaster Sales	307,035.00
Box Office Sales	<u>385,040.00</u>
Ticket Sales by NJSEA	692,075.00

Less: Sales tax (7%)	45,275.93
Due Promoter (Authority)	646,799.07

Stadium Licensee Fee & Impost	74,102.05	
Reimbursable Stadium Expenses	<u>91,419.72</u>	<u>165,521.77</u>

Due Promoter (Authority)	481,277.29
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Add: Advance Deposit	25,000.00	
Ticket Receivable Overpayment	<u>21,710.00</u>	<u>46,710.00</u>

Due Promoter (Authority)	\$527,987.29
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Less: Preliminary Settlement	<u>400,000.00</u>
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Due Promoter (Authority)	<u>\$127,987.29</u>
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Anthony Seabra
Ironbound Sports Authority

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We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- Continental Airlines Arena
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
Hot 97 SummerJam '07
June 3, 2007**

Gross Ticket Sales Revenue	\$3,706,225.00	
Less: NJ Sales Tax	<u>242,441.37</u>	
Revenue Subject to License Fee		\$3,463,783.63
Stadium Licensee Fee	205,000.00	
Reimbursable Stadium Expenses	<u>575,909.23</u>	<u>780,909.23</u>
Due Promoter (Authority)		2,682,874.40
Less: Cash to Promoter	50,000.00	
Ticket Sales by Promoter	90,868.00	
VIP Party	19,500.00	
Preliminary Settlement	1,644,197.62	
Cash Advance to Promoter	<u>850,000.00</u>	<u>2,654,565.62</u>
Due Promoter (Authority)		<u>\$28,308.78</u>

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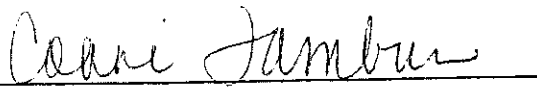


We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Paramus Catholic Graduation
June 4, 2007

Arena Licensee Fee	\$5,000.00	
Reimbursable Arena Expenses	<u>22,284.58</u>	
Due Authority		\$27,284.58
Less: Payment by Paramus Catholic		<u>30,000.00</u>
Due Paramus Catholic		<u>\$2,715.42</u>



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Assistant Vice President-Event Accounting

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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

New Jersey Sports and Exposition Authority
CONCACAF Gold Cup
June 8th and 10th, 2007
Final Settlement

Gross Ticket Sales

Ticketmaster Sales		1,507,100.00
New York Red Bulls		528,489.00
Box Office Sales		<u>1,240,886.00</u>
Total Gross Ticket Sales		3,276,475.00

Less: Sales tax (7%)	214,348.83	
Sales tax paid by Red Bull NY	<u>(34,574.05)</u>	<u>179,774.78</u>
Due Promoter (Authority)		3,096,700.22

Less:

Stadium License Fee & Impost - 6/8/07	8,884.00	
Stadium License Fee & Impost - 6/10/07	360,432.17	
Reimbursable Stadium Expenses	392,992.25	
Account Receivable - Red Bulls Sec. B.O. 6/8	108,593.00	
Account Receivable - Red Bulls Sec. B.O. 6/10	419,896.00	
Account Receivable - CONCACAF	<u>1,936.00</u>	<u>1,292,733.42</u>

Due Promoter (Authority)		1,803,966.80
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Add:

Grass Field Expense Due SUM	71,834.21	
Concession Participation (30%)	55,146.80	
Parking Participation (20% of gross)	<u>30,306.53</u>	<u>157,287.54</u>

Due Promoter (Authority)		<u>\$1,961,254.33</u>
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Vice President - Event Accounting
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Nelson Rodriguez
Soccer United Marketing, LLC



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Moramouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**New Jersey Sports & Exposition Authority
Final Settlement
Doo Wop Reunion
June 16, 2007**

Amounts Due Richard Nader:

Excess Gross Admission Revenue	\$64,457.93	
Consulting Fee	\$78,200.00	\$142,657.93

Amounts Due NJSEA

Flyers Stuffing	\$0.00	\$0.00
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Less Payments made by NJSEA

Prior Payments	\$78,200.00	
Ticket Sales by Promoter	\$42,016.00	
Cash At Settlement	\$22,000.00	\$142,216.00

Total Due Richard Nader/ (NJSEA) \$441.92

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Assistant Vice President - Event Accounting

Deborah Nader
Richard Nader Entertainment



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**State Fair at the Meadowlands
June 21st thru July 8th, 2007
Final Settlement**

Cash Collected by NJSEA

EMF0621-EMF0708	\$1,345,138.80
EMFAIR07	\$23,342.55
EMFAIRG7	\$7,293.30
EMFPOP07	\$110,852.66
EMFPOPG7	\$18,046.75
	<u>\$0.00</u>
Total Cash	\$1,504,674.06
Less: Sales Tax	(\$98,436.62)
Less: State Fair Ticket Receivable	<u>(\$134,195.21)</u>
Net Ticket Cash	\$1,272,042.23
Concession Revenue	<u>\$0.00</u>

Total Cash Collected by NJSEA **\$1,272,042.23**

Amounts Due NJSEA

Amusement Fair Net Revenues - Minimum Guarantee	\$1,200,000.00
Reimbursable Expenses	\$402,311.62
Parking Passes (64 passes @ \$3 each)	\$192.00
Parking Due NJSEA for Car Load Night (\$2 per car)	\$2,040.00
Film Shoot at State Fair - 7/3/07	\$2,500.00
Preliminary Settlement - 8/6/07	<u>\$0.00</u>
Total Due NJSEA	\$1,607,043.62

Total Due State Fair/(NJSEA) **(\$335,001.40)**

Authority Contribution towards 2007 Fair expenses **\$200,000.00**

Total Due State Fair/(NJSEA) **(\$135,001.40)**

Payments by State Fair **\$500,000.00**

Total Due State Fair/(NJSEA) **\$364,998.60**

Preliminary Settlement paid to State Fair **\$329,176.78**

Total Due State Fair/(NJSEA) **\$35,821.82**

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Assistant Vice President - Event Accounting

Tom Bellusci
Tom Bellusci
State Fair, Inc.

**Final Settlement
 Women't National Team Send-Off Tour
 United States Women's Team v. Brazil
 Giants Stadium
 June 23, 2007**

Gross Ticket Sales Revenue	\$609,993.00	
Less: NJ Sales Tax (Exempt 501c3 corp.)	<u>0.00</u>	
Revenue Subject to License Fee		\$609,993.00
Stadium Impost (\$.50 per ticket sold)	7,734.00	
Ticket Sales by Promoter	9,140.00	
Reimbursable Stadium Expenses (capped at \$70,000)	70,000.00	
Preliminary Settlement	0.00	
Extraordinary Items	<u>48,844.83</u>	<u>135,718.83</u>
Due Promoter (Authority)		474,274.17
Add: Parking Revenue due US Soccer (\$2 Per Car)	7,478.00	
Concession Revenue due US Soccer (\$.50 per person)	7,346.50	
Contingency	<u>0.00</u>	<u>14,824.50</u>
Due Promoter (Authority)		\$489,098.67



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 Asst. Vice President - Event Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

08/23/07

Final Settlement Drum and Bugle Corps 6/30/07

Gross Ticket Sales Revenue		\$89,533.00
Less: Stadium License Fee	\$18,000.00	
Reimbursable Expenses	<u>19,515.00</u>	<u>37,515.00</u>
Due Youth Education in the Arts		52,018.00
Less: Ticket Sales by Promoter	<u>62,175.00</u>	<u>62,175.00</u>
Due Youth Education in the Arts/(Authority)		<u>(10,157.00)</u>

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Assistant Vice President of Events & General Accounting
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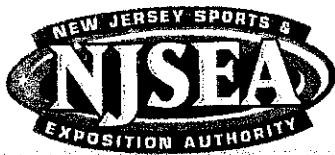
We Bring the World to New Jersey

Meadowlands Racetrack
 Giants Stadium
 IZOD Center
 Monmouth Park Racetrack
 Boardwalk Hall
 Atlantic City Convention Center
 The Wildwoods Convention Center

Final Settlement
 Live Earth
 July 7, 2007

Gross Ticket Sales Revenue	\$5,404,546.15	
Ticketmaster Sales (Audit/R)	\$344,866.00	
Box Office Sales	<u>\$474,523.00</u>	\$6,223,935.15
Secondary Box Office		
Less: TM Fees (T-Type \$150 per ticket)	(\$121,200.00)	
Less: TM Fees (G-Type \$3.50 per ticket)	(\$2,509.50)	
Less: NJ Sales Tax (Exempt 501c3)	<u>0.00</u>	<u>(\$123,709.50)</u>
Revenue Subject to License Fee		\$6,100,225.65
Stadium Licensee Fee	125,000.00	
Reimbursable Stadium Expenses	<u>1,482,672.09</u>	<u>1,607,672.09</u>
Due Promoter (Authority)		4,492,553.56
Less: Cash to Promoter	35,000.00	
Ticket Sales by Promoter	479,155.00	
Contingency	0.00	
Preliminary Settlement	<u>3,960,723.87</u>	<u>4,474,878.87</u>
Due Promoter (Authority)		<u>\$17,674.69</u>

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 Vice President - General Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
 Giants Stadium
 IZOD Center
 Monmouth Park Racetrack
 Boardwalk Hall
 Atlantic City Convention Center
 The Wildwoods Convention Center

Final Settlement
 Tim McGraw & Faith Hill Concert
 Soul 2 Soul Tour
 July 9, 2007

Gross Ticket Sales Revenue	\$1,376,687.17	
Less: NJ Sales Tax	<u>90,741.28</u>	
		\$1,285,945.89
Revenue Subject to License Fee		
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>62,927.73</u>	142,927.73
Due Promoter (Authority)		1,143,018.17
Less: Cash to Promoter	25,000.00	
Receivable - K-type	8,079.00	
Secondary Box Office	10,074.75	
Preliminary Settlement	<u>1,099,954.12</u>	1,143,107.87
Due Promoter (Authority)		(\$89.70)
Add: Suite Tickets Sold (170 @ \$3.00 per show)	510.00	
Suite Tickets Relocated (0 @ \$3.00 per show)	0.00	
	0.00	
	<u>0.00</u>	510.00
Due Promoter (Authority)		<u>420.29</u>

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 Vice President - General Accounting



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- Continental Airlines Arena
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Joyce Meyers Ministries
July 19 - 21, 2007

Arena Licensee Fee	160,000.00	
Aramark Merchandise Buyout	3,000.00	
Reimbursable Arena Expenses	<u>147,957.21</u>	<u>310,957.21</u>
Due Promoter (Authority)		310,957.21
Less: Advance By Licensee	380,975.00	
	0.00	
	<u>0.00</u>	<u>380,975.00</u>
Due Promoter (Authority)		<u>\$70,017.79</u>

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Vice President - General Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Preliminary Settlement
The Wiggles - Live!
"Racing to the Rainbow"
July 28th - 29th, 2007**

Gross Ticket Sales		\$636,073.00
Less: Sales Tax		<u>\$41,612.25</u>
Net Ticket Sales		\$594,460.75
Add: Event Sponsorship	<u>\$42,500.00</u>	<u>\$42,500.00</u>
Total Revenue Subject to Split		\$636,960.75
Less: Advertising	\$14,876.39	
Credit Card Commissions	\$1,012.56	
Group Sales Commissions	<u>\$0.00</u>	<u>\$15,888.95</u>
Balance Subject To Split		<u>\$621,071.79</u>
Wiggles Live, USA, Inc. Share		\$431,857.43
Less: Aramark Invoices	\$13,868.98	
Advertising Expense due NJSEA	<u>\$75.00</u>	<u>\$13,943.98</u>
Total Due Wiggles Live / (Authority)		<u>\$417,913.45</u>

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Vice President - General Accounting

Trey Hamilton
The Wiggles Live USA, Inc.



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Josh Groban
 Awake - 2007 Tour
 July 24, 2007

Gross Ticket Sales Revenue	\$783,485.14	
Less: NJ Sales Tax	<u>51,736.22</u>	
Revenue Subject to License Fee		\$731,748.92
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>48,276.31</u>	<u>128,276.31</u>
Due Promoter (Authority)		603,472.61
Less: Cash to Promoter	11,500.00	
Receivable - N-type	4,753.00	
Receivable - L-type	42,874.00	
Secondary Box Office	9,991.00	
Preliminary Settlement	<u>532,796.05</u>	<u>601,914.05</u>
Due Promoter (Authority)		\$1,558.56
Add: Suite Tickets Sold (170 @ \$3.00 per show)	510.00	
Suite Tickets Relocated (0 @ \$3.00 per show)	0.00	
	0.00	
	<u>0.00</u>	<u>510.00</u>
Due Promoter (Authority)		<u>2,068.55</u>

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 Vice President - General Accounting

International Fight League
August 2, 2007

Total Revenues

Ticket Revenue	\$349,541.75	
Concession Revenue	\$32,163.66	
Parking Revenue	\$20,407.48	
Venue Ticketing Rebate	\$9,484.50	
Sponsorship Revenue	<u>\$0.00</u>	
Total Revenues		\$411,597.39

Total Expenses

Athletic Tax	\$28,651.91	
Insurance (\$.26 per person)	\$1,474.20	
Admissions	\$7,398.10	
Security	\$7,566.54	
State Police	\$5,360.00	
Fire Department	\$349.05	
Parking Expenses	\$7,426.95	
Medical	\$1,175.76	
Ambulance & Supplies	\$875.00	
Stagehands	\$23,991.34	
Trades/Conversion	\$16,416.48	
Cleaning	\$4,204.00	
Box Office	\$781.53	
Multimedia	\$224.82	
ASCAP/BMI	\$1,223.40	
Credit Card Charges	\$1,578.98	
Catering	\$3,646.05	
Advertising	\$10,085.91	
T1 Line	\$250.00	
Utilities	\$1,500.00	
Supervision	\$2,543.00	\$2,700.00
Misc. Expenses	<u>\$0.00</u>	
Total NJSEA Expenses		\$126,723.02

IFL Expense **\$179,903.43**

Total Expenses **\$306,626.45**

Net Profit/(Loss)	\$104,970.94
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NJSEA Share	\$52,485.47
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IFL Share	\$52,485.47
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Total Due IFL

IFL Share of Revenue \$52,485.47

IFL Expenses \$179,903.43

Total Due IFL **\$232,388.90**



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Beyonce
"The Beyonce Experience"
August 3, 2007

Gross Ticket Sales Revenue	\$1,177,039.69	
Less: NJ Sales Tax	<u>78,634.78</u>	
Revenue Subject to License Fee		\$1,098,404.91
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>65,595.21</u>	145,595.21
Due Promoter (Authority)		952,809.70
Less: Cash to Promoter	40,550.00	
Receivable - K-type	0.00	
Secondary Box Office	135,289.50	
Preliminary Settlement	<u>773,242.03</u>	949,081.53
Due Promoter (Authority)		\$3,728.17
Add: Suite Tickets Sold (170 @ \$3.00 per show)	510.00	
Suite Tickets Relocated (0 @ \$3.00 per show)	0.00	
	0.00	
	<u>0.00</u>	510.00
Due Promoter (Authority)		<u>4,238.16</u>

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Vice President - General Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

BAPS
#797007

Final Settlement
Bochasanwasi Shree Akshar Purushottam Swaminarayan Sanstha
August 4, 2007

Arena Licensee Fee	40,000.00
Aramark Buyout	3,500.00
Reimbursable Arena Expenses	<u>67,374.35</u>
Total Due New Jersey Sports & Exposition Authority	110,874.35
Advance Deposit by Promoter	<u>117,664.00</u>
Total Due Promoter / (NJSEA)	<u>6,789.65</u>

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We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- Continental Airlines Arena
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Preliminary Settlement
The Police
Giants Stadium
August 5, 2007

Gross Ticket Sales Revenue		
General Seating	\$6,525,724.02	
VIP Party Tickets - Ticketmaster	\$9,750.00	
Less: NJ Sales Tax	<u>(427,554.38)</u>	
Revenue Subject to License Fee		\$6,107,919.64
Stadium Licensee Fee	175,000.00	
Reimbursable Stadium Expenses	<u>488,217.51</u>	<u>663,217.51</u>
Due Promoter (Authority)		5,444,702.14
Less: Cash to Promoter/Band	0.00	
Promoter Ticket Receivable - L-TYPE	504.00	
Aramark Invoice - Best Buy	10,934.50	
Band Ticket Receivable - B-TYPE	72,664.00	
Preliminary Settlement	<u>5,390,407.80</u>	<u>5,474,510.30</u>
Due Promoter (Authority)		(\$29,808.16)
Add: NJSEA Facility Fee (50%)	51,257.94	
Band Service Charges	23,560.00	
VIP Party	63,717.20	
Ticket Exchange Due Promoter	<u>6,699.23</u>	<u>\$145,234.37</u>
Due Promoter (Authority)		<u>\$115,426.21</u>

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Vice President - General Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Justin Timberlake
August 13, 2007

Gross Ticket Sales Revenue	\$1,264,005.24	
Less: NJ Sales Tax (7%)	<u>82,691.93</u>	
Revenue Subject to License Fee		\$1,181,313.31
Arena License Fee	70,000.00	
Reimbursable Arena Expenses	<u>77,183.13</u>	<u>147,183.13</u>
Due Promoter (Authority)		1,034,130.18
Less: Cash to Promoter	10,000.00	
K-Type Receivable - AEG CA	60,932.00	
B-Type Receivable - Band Tickets	920.00	
N-Type Receivable - AEG NY	0.00	
Preliminary Settlement	<u>960,426.25</u>	<u>1,032,278.25</u>
Due Promoter (Authority)		<u>1,851.93</u>

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Conni Tamburri
Assistant Vice President - Event Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Keith Urban
Love, Pain & The Whole Crazy World
August 15, 2007

Gross Ticket Sales Revenue	\$548,106.00	
Less: NJ Sales Tax	<u>36,847.61</u>	
Revenue Subject to License Fee		\$511,258.39
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>62,030.86</u>	<u>142,030.86</u>
Due Promoter (Authority)		369,227.53
Less: Cash to Promoter	10,600.00	
Receivable	0.00	
Secondary Box Office	5,280.00	
Preliminary Settlement	<u>351,699.87</u>	<u>367,579.87</u>
Due Promoter (Authority)		\$1,647.66
Add: Suite Tickets Sold (170 @ \$3.00 per show)	510.00	
Suite Tickets Relocated (0 @ \$3.00 per show)	0.00	
Ticketexchange Promoter Share	255.08	
	<u>0.00</u>	<u>765.08</u>
Due Promoter (Authority)		<u>2,412.73</u>

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Vice President - General Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
World Wrestling Entertainment
Presents
"SUMMERSLAM"
August 26, 2007

Gross Ticket Sales Revenue	\$1,015,055.00	
Less: NJ Sales Tax	<u>66,447.05</u>	
Revenue Subject to License Fee		\$948,607.95
Arena License Fee	60,000.00	
Extraordinary Arena Expenses	101,878.83	
Reimbursable Arena Expenses	<u>0.00</u>	<u>161,878.83</u>
Due Promoter (Authority)		786,729.12
Less: Cash Advance	23,440.00	
Aramark Buyout	2,750.00	
Preliminary Settlement	<u>751,634.60</u>	<u>777,824.60</u>
Due Promoter (Authority)		<u>\$8,904.52</u>

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Conni Tamburri

Vice President - General Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
 Giants Stadium
 IZOD Center
 Monmouth Park Racetrack
 Boardwalk Hall
 Atlantic City Convention Center
 The Wildwoods Convention Center

Final Settlement
 American Idols Live
 August 28 & 29, 2007

Gross Ticket Sales Revenue	\$1,139,169.76	
Less: NJ Sales Tax	<u>74,525.12</u>	
Revenue Subject to License Fee		\$1,064,644.64
Arena Licensee Fee	130,000.00	
Reimbursable Arena Expenses	<u>48,327.82</u>	<u>178,327.82</u>
Due Promoter (Authority)		886,316.81
Less: Advance By Authority	20,000.00	
Ticket Receivable	60,247.50	
Ticket Sales By Promoter	0.00	
Preliminary Settlement	824,579.25	
Hospitality - NetJets - 8/28	7,100.57	
Hospitality - NetJets - 8/28	<u>6,991.99</u>	<u>918,919.31</u>
Due Promoter (Authority)		(32,602.50)
Add: Suite Tickets Sold (340 @ \$3 each)	1,020.00	
Suite Tickets Relocated	0.00	
Ticketexchange Due AEG	91.13	
Additional Fees Due AEG	<u>31,646.11</u>	<u>32,757.24</u>
Due Promoter (Authority)		<u>\$154.74</u>

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 Vice President - General Accounting



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- Continental Airlines Arena
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Jennifer Lopez & Marc Anthony Rehearsal
Continental Airlines Arena
September 2007

Total Amounts Due NJSEA

Rent	\$24,000.00
Trades Expenses	\$14,660.36
Cleaning Expenses	\$680.00
Stagehand Expenses	<u>\$72,245.26</u>

Total Due NJSEA

\$111,585.62

Please remit payment to:

New Jersey Sports & Exposition Authority
50 State Route 120
East Rutherford, New Jersey 07073

Conni Tamburri
Vice President - General Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
High School Football Kickoff Classic
Giants Stadium
September 8, 2007**

<u>Total Due St. Joseph Regional High School</u>	
Sponsorship Revenue (\$15,000 - 33.3% share)	\$5,000.00
Field Officials & Chain Crew Reimbursement	1,668.00
Participation Fee - St. Joseph HS	<u>11,250.00</u>
Total Due St. Joseph Regional High School	<u>\$17,918.00</u>
<u>Total Due Bergen Catholic High School</u>	
Sponsorship Revenue (\$15,000 - 33.3% share)	\$5,000.00
Participation Fee - Bergen Catholic HS	11,250.00
Participation Fee - St. Peter's Prep (Value of Tickets - \$8,499)	6,500.00
Participation Fee - Delbarton (Value of Tickets - \$7,281)	5,500.00
Participation Fee - Phillipsburg (Value of Tickets - \$5,022)	5,500.00
Participation Fee - Xaverian (Value of Tickets - \$9,939)	4,000.00
Bergen Catholic Overpayment of Ticket Receivable	39.00
Xaverian Overpayment of Ticket Receivable	<u>359.00</u>
Total Due Bergen Catholic High School	<u>\$38,148.00</u>

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Vice President - General Accounting

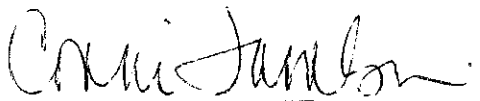


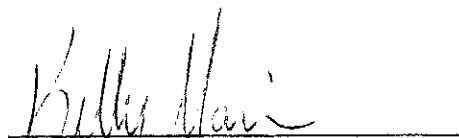
We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Preliminary Settlement
Sesame Street Live's
"When Elmo Grows Up"
September 19 - 22, 2007**

Gross Ticket Sales		\$434,911.00
Less: Sales Tax		<u>\$28,461.80</u>
Net Ticket Sales		\$406,449.20
Add: Suite Seat Relocations (804 x \$19)	\$15,276.00	
Event Sponsorship	<u>\$25,500.00</u>	<u>\$40,776.00</u>
Total Revenue Subject to Split		\$447,225.20
Less: Advertising	\$64,454.20	
Sponsorship Fulfillment & Commission	\$0.00	
Credit Card Commissions	\$1,126.71	
Royalties (5%)	<u>\$20,322.46</u>	<u>\$85,903.37</u>
Balance Subject To Split		<u>\$361,321.83</u>
Vee Corporation Share (60%)		\$216,793.10
Add: Group Sales - Small Plush Elmo	\$0.00	
Advertising	\$10,635.97	
Royalties Due Vee Corporation	\$20,322.46	
Stagehand Labor due Vee	<u>\$5,567.38</u>	<u>\$36,525.81</u>
Total Due Vee Corporation (Authority)		<u>\$253,318.91</u>


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Vice President - General Accounting


Kelly Mariska
Company Manager

Final Settlement
Genesis
"Turn It On Again"
September 27, 2007

Gross Ticket Sales Revenue		
General Seating	\$4,715,278.44	
Less: NJ Sales Tax	<u>(308,476.16)</u>	
Revenue Subject to License Fee		\$4,406,802.28
Stadium Licensee Fee	125,000.00	
Reimbursable Stadium Expenses	<u>492,522.62</u>	<u>617,522.62</u>
Due Promoter (Authority)		3,789,279.66
Less: Cash to Promoter/Band	100,000.00	
Band Ticket Receivable - N-Type	35,953.00	
Band Ticket Receivable - B-Type	94,661.00	
Preliminary Settlement	<u>3,557,592.89</u>	<u>3,788,206.89</u>
Due Promoter (Authority)		\$1,072.77
Add: NJSEA Facility Fee (50%)	35,531.78	
Band Service Charges	5,810.00	
VIP Party	7,137.83	
Ticketmaster Convenience Fee	<u>34,828.00</u>	<u>\$83,307.61</u>
Due Promoter (Authority)		<u>\$84,380.38</u>

Conni Tamburri
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Vice President - General Accounting

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**Continental Airlines Arena
 Bruce Springsteen & The E Street Band
 Rehearsal Show
 September 28, 2007**

Gross Ticket Sales Revenue		\$240,100.00
Less: NJ Sales Tax (7%)		<u>15,702.54</u>
Revenue Subject to License Fee		\$224,397.46
Arena License Fee	\$0.00	
Reimbursable Arena Expenses	<u>187,498.75</u>	<u>187,498.75</u>
Due Promoter (Authority)		\$36,898.71
Less: Cash to Promoter	\$40,000.00	
Ticket Receivable	0.00	
Contingency	<u>0.00</u>	<u>40,000.00</u>
Due Promoter (Authority)		<u>(\$3,101.29)</u>

Conni Tamburri
 Vice President - General Accounting

Thrill Hill Productions



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- Continental Airlines Arena
- Morrmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Preliminary Settlement
So You Think You Can Dance
September 29, 2007

Gross Ticket Sales Revenue	\$356,832.58	
Less: NJ Sales Tax	<u>23,344.19</u>	
Revenue Subject to License Fee		\$333,488.39
Arena Licensee Fee	50,000.00	
Reimbursable Arena Expenses	<u>39,302.47</u>	<u>89,302.47</u>
Due Promoter (Authority)		244,185.92
Less: Advance By Authority	0.00	
Ticket Receivable	2,943.00	
	<u>0.00</u>	<u>2,943.00</u>
Due Promoter (Authority)		241,242.92
Add: Suite Tickets Sold (170 @ \$3 each)	510.00	
Additional Fees Due AEG	<u>16,356.63</u>	<u>16,866.63</u>
Due Promoter (Authority)		<u>\$258,109.55</u>

Conni Tamburri
Vice President - General Accounting

Andrew Sharp
AEG Live



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Walking With Dinosaurs
The Live Experience
October 3 -7, 2007**

Gross Ticket Sales

EMA1003E	270,046.00
EMA1004E	302,449.00
EMA1005A	254,186.00
EMA1005E	402,162.00
EMA1006A	416,926.00
EMA1006M	439,834.00
EMA1006E	455,785.00
EMA1007E	<u>439,214.00</u>

Total Ticket Sales

\$2,980,602.00

Add: Suite Relocates

\$7,500.00

Less: Wachovia Discount

(\$400.00)

Net Ticket Sales

\$2,987,702.00

Less: Sales Tax

\$195,457.14

Net Ticket Sales

\$2,792,244.86

Less: Credit Card Fees	2.50%	\$377,864.00	\$9,446.60
Advertising			\$162,099.70
Group Sales Commission			<u>\$10,762.62</u>

\$182,308.92

Revenue Before Split

\$2,609,935.94

Amounts Due Walking With Dinosaurs

65% of the first \$750,000	\$487,500.00
70% in excess of \$750,000	<u>\$1,301,955.16</u>

Total Due Walking With Dinosaurs

\$1,789,455.16

Add: Artwork Production - National Fee	\$2,500.00
Bruce Mactaggart Appearance Fee	\$1,500.00
National PR Fee (15%)	\$21,143.44
Camera Operators	<u>\$2,400.00</u>

\$27,543.44

Total Due Walking With Dinosaurs

\$1,816,998.60

Less: Cash Advance to WWD	\$45,000.00
Bonus Payment	<u>\$50,000.00</u>

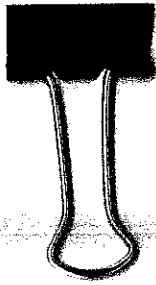
\$95,000.00

Total Due Walking With Dinosaurs

\$1,721,998.60

Conni Tamburri
NJSEA

Michael Klein
WWD



Preliminary Settlement
Bruce Springsteen & The E Street Band
Continental Airlines Arena
October 9 & 10, 2007

Gross Ticket Sales Revenue		\$3,604,315.00
Less: New Jersey Sales Tax		<u>(235,611.83)</u>
Revenue Subject to License Fee		\$3,368,703.17
Arena License Fee	0.00	
Reimbursable Arena Expenses	<u>387,502.79</u>	<u>387,502.79</u>
Due Thrill Hill Production / (Authority)		2,981,200.38
Less: Cash to Band/Promoter	25,000.00	
Receivable - B-Type	4,268.00	
E Street Lounge Hospitality	1,851.41	
Preliminary Settlement	<u>3,000,000.00</u>	<u>3,031,119.41</u>
Due Thrill Hill Production / (Authority)		(\$49,919.03)
Add: Expenses paid by Artist	84,500.00	
	0.00	
	<u>0.00</u>	<u>84,500.00</u>
Due Thrill Hill Production / (Authority)		<u>\$34,580.97</u>

Conni Tamburri
New Jersey Sports & Exposition Authority

John Czajkowski
Thrill Hill Productions



We Bring the World to New Jersey

Meadowlands Racetrack
 Giants Stadium
 IZOD Center
 Monmouth Park Racetrack
 Boardwalk Hall
 Atlantic City Convention Center
 The Wildwoods Convention Center

Final Settlement
 Autumn Blaze
 October 13, 2007

Gross Ticket Sales Revenue	\$264,860.00	
Less: NJ Sales Tax (Tax Exempt)	<u>0.00</u>	
Revenue Subject to License Fee		\$264,860.00
Arena Licensee Fee	21,000.00	
Reimbursable Arena Expenses	<u>68,989.72</u>	<u>89,989.72</u>
Due Promoter (Authority)		174,870.28
Less: Advance By Authority	0.00	
Ticket Sales By Promoter	34,672.00	
Preliminary Settlement	<u>147,420.98</u>	<u>182,092.98</u>
Due Promoter (Authority)		(7,222.70)
Add: Promoter Incentive Program	8,939.81	
Promoter Rebate(issues with \$19 tax)	<u>7,000.00</u>	<u>15,939.81</u>
Due Promoter (Authority)		<u>\$8,717.11</u>

Conni Tamburri
 Conni Tamburri
 Vice President - General Accounting



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
 Live Nation Presents
Van Halen
 November 3, 2007

Gross Ticket Sales Revenue	\$1,864,653.75	
Less: NJ Sales Tax	<u>122,403.75</u>	
Revenue Subject to License Fee		\$1,742,250.00
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>61,191.35</u>	<u>141,191.35</u>
Due Promoter (Authority)		1,601,058.65
Less: Cash to Promoter	4,000.00	
Ticket Receivable - K-Type	17,940.00	
Secondary Box Office	143,635.00	
Preliminary Settlement	<u>1,447,589.69</u>	<u>1,613,164.69</u>
Due Promoter (Authority)		(\$12,106.04)
Add: Suite Tickets Sold (166 @ \$3.00 per show)	498.00	
Suite Tickets Relocated (0 @ \$3.00 per show)	0.00	
TM Bump to Artist	13,536.00	
	<u>0.00</u>	<u>14,034.00</u>
Due Promoter (Authority)		<u>1,927.96</u>

Conni Tamburri

 Conni Tamburri
 Vice President - General Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Live Nation Presents
Dave Matthews Band
November 13, 2007

Gross Ticket Sales Revenue	\$1,004,157.00	
Less: NJ Sales Tax	<u>65,973.56</u>	
Revenue Subject to License Fee		\$938,183.44
Arena License Fee	70,500.00	
Reimbursable Arena Expenses	<u>53,158.36</u>	<u>123,658.36</u>
Due Promoter (Authority)		814,525.08
Less: Cash to Promoter	0.00	
Ticket Receivable - Band	553,995.00	
Secondary Box Office	6,890.00	
Preliminary Settlement	<u>254,760.47</u>	<u>815,645.47</u>
Due Promoter (Authority)		(\$1,120.39)
Add: Suite Tickets Sold (166 @ \$3.00 per show)	498.00	
Suite Tickets Relocated (0 @ \$3.00 per show)	0.00	
	0.00	
	<u>0.00</u>	<u>498.00</u>
Due Promoter (Authority)		(622.39)

Conni Tamburri

Conni Tamburri
Vice President - General Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

01/17/08

Final Settlement
High School Band Festival
November 9 & 10, 2007

Gross Ticket Sales Revenue		\$115,665.00
Less: Stadium License Fee	\$30,000.00	
Excess Gross Admissions	0.00	
Reimbursable Expenses	<u>43,431.00</u>	<u>73,431.00</u>
Due Youth Education in the Arts		42,234.00
Less: Ticket Sales by Promoter	<u>85,920.00</u>	<u>85,920.00</u>
Due Authority		<u>(43,686.00)</u>

Conni Tamburri
Assistant Vice President - Event Accounting
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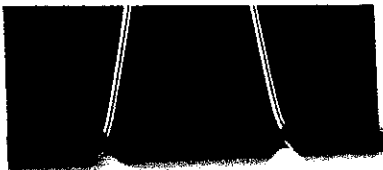
We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
High School Football Championships
2007**

Gross Ticket Sales Revenue		\$320,142.00
Less:		
Stadium License Fee	\$280,000.00	
Excess Gross Admissions	20,071.00	
Excess Complimentary Tickets	<u>0.00</u>	<u>300,071.00</u>
Due NJSIAA		20,071.00
Add:		
Contribution for Production of Programs	20,000.00	
Contribution for Participation	<u>50,000.00</u>	<u>70,000.00</u>
Due NJSIAA		<u>90,071.00</u>

Conni Tamburri
 Conni Tamburri
 Vice President - General Accounting
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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

25-Nov-07

Final Settlement
Disney on Ice
High School Musical - The Ice Tour
November 20th - November 25th, 2007

Gross Ticket Sales Revenue	\$2,569,037.00
Less: New Jersey Sales Tax	(168,067.84)
Less: Ticketmaster Auction Fee	(606.30)
Add: Special Seating (186 seats x 12 shows x \$35.00)	<u>78,120.00</u>

Total Gross Ticket Sales Revenue **\$2,478,482.86**

Less:		
Advertising	361,080.11	
Group Sales Commissions	22,967.78	
Credit Card Commissions	58,327.53	
Royalties	<u>297,417.94</u>	<u>739,793.36</u>

Adjusted Gross Receipts **\$1,738,689.54**

Ringling Bros. Share (See Attached Schedule) **\$1,080,148.20**

Add:		
Advertising	361,080.11	
Traveling Stagehands	21,039.19	
Taped Narration & Musical Accompanime	2,400.00	
ASCAP	1,950.00	
Royalties	<u>297,417.94</u>	
Group Sales Brochure	0.00	
Spotlight Gels	160.00	
Pyro Permits	<u>2,900.00</u>	<u>686,947.24</u>

Due Ringling Brothers (Authority) **\$1,767,095.44**

Less:		
Advertising Expenses paid by NJSEA	29,338.20	
Asbury Park Press Ad - Trenton	623.60	
Telephones & T1 Line	650.00	
Ushers	899.50	
Ticket Receivable	1,750.00	
Advance Deposit by NJSEA	200,000.00	
Aramark Bills	<u>4,080.00</u>	<u>237,341.30</u>

Total Due Ringling Brothers **\$1,529,754.14**

Conni Tamburri
Vice President - General Accounting

Nataly Balan

Ari Johnson



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Morumouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Playhouse Disney Live!
Produced by Feld Entertainment
November 29, 2007

Gross Ticket Sales		\$356,062.00
Less: Sales Tax		<u>\$23,306.51</u>
Net Ticket Sales		\$332,755.49
Add: Suite Seat Relocations (246 x \$25)		<u>\$6,150.00</u>
Total Revenue Subject to Split		\$338,905.49
Less: Advertising	\$3,194.80	
Creative Costs	\$3,000.00	
Group Sales Commissions	\$278.20	
Credit Card Commissions	\$8,712.55	
Royalties (15%)	<u>\$50,835.82</u>	<u>\$66,021.37</u>
Balance Subject To Split		<u>\$272,884.12</u>
Amounts Due Feld Entertainment		\$163,730.47
Add: Advertising	\$3,194.80	
Creative Costs	\$3,000.00	
Royalties Due Feld Entertainment	\$50,835.82	
Commission for Sponsorship	\$0.00	
Traveling Stagehands	<u>\$4,071.32</u>	<u>\$61,101.94</u>
Total Due Feld Entertainment (Authority)		<u>\$224,832.42</u>
Less: Catering - Aramark Bill	<u>\$1,322.61</u>	<u>\$1,322.61</u>
Total Due Feld Entertainment (Authority)		<u>\$223,509.81</u>

Conni Tamburri
Vice President - General Accounting

Chris Cheney
Feld Entertainment




We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
Sa Re Ga Ma Pa Challenge 2007
November 30, 2007**

Gross Ticket Sales Revenue	\$104,964.00	
Less: NJ Sales Tax	<u>6,867.00</u>	
Revenue Subject to License Fee		\$98,097.00
Arena Licensee Fee	20,000.00	
Reimbursable Arena Expenses	<u>57,854.33</u>	<u>77,854.33</u>
Due Promoter (Authority)		20,242.67
Less: Advance By Authority	0.00	
Ticket Sales By Promoter	0.00	
Preliminary Settlement	<u>100,000.00</u>	<u>100,000.00</u>
Due Promoter (Authority)		(\$79,757.33)
Add: Advance Deposit by Promoter	70,000.00	
Overpayment for Consignment Tickets	<u>27,835.00</u>	<u>97,835.00</u>
Due Promoter (Authority)		<u>\$18,077.67</u>



Conni Tamburri
Vice President - General Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Mornington Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
The Bowery Presents
Evanescence
December 4, 2007

Gross Ticket Sales Revenue	\$167,166.00	
Less: NJ Sales Tax	<u>10,929.90</u>	
Revenue Subject to License Fee		\$156,236.10
Arena License Fee	42,500.00	
Reimbursable Arena Expenses	<u>28,133.92</u>	<u>70,633.92</u>
Due Promoter (Authority)		85,602.18
Less: Cash to Promoter	20,520.00	
Ticket Receivable - K-Type	1,312.00	
Secondary Box Office	0.00	
Preliminary Settlement	<u>65,917.55</u>	<u>87,749.55</u>
Due Promoter (Authority)		(\$2,147.37)
Add: Suite Tickets Sold (166 @ \$3.00 per show)	498.00	
Suite Tickets Relocated (40 @ \$3.00 per show)	120.00	
Aquarian Ad	2,500.00	
	<u>0.00</u>	<u>3,118.00</u>
Due Promoter (Authority)		970.63

A handwritten signature in cursive script, reading "Conni Tamburri", is written over a horizontal line.

Conni Tamburri
Vice President - General Accounting



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Preliminary Settlement
Kidz Bop World Tour
Vee Corporation
December 6, 2007**

Gross Ticket Sales		\$50,677.00
Less: Sales Tax		<u>\$3,317.98</u>
Net Ticket Sales		\$47,359.02
Add: Facility Fee	<u>\$2,196.26</u>	<u>\$2,196.26</u>
Total Revenue Subject to Split		\$49,555.28
Less: Advertising	\$36,633.15	
Sponsorship Fulfillment & Commission	\$0.00	
Credit Card Commissions	\$98.01	
Show Royalty (10%)	\$4,735.90	
Music Royalty (1%)	<u>\$473.59</u>	<u>\$41,940.66</u>
Balance Subject To Split		<u>\$7,614.63</u>
Vee Corporation Share (60%)		\$4,568.78
Add: Advertising	\$4,484.98	
Show Royalty Due Vee Corporation	\$4,735.90	
Music Royalty Due Vee Corporation	\$473.59	
Stagehand Labor due Vee	<u>\$0.00</u>	<u>\$9,694.47</u>
Total Due Vee Corporation (Authority)		<u>\$14,263.25</u>

Conni Tamburri
 Conni Tamburri
 Vice President - General Accounting

Tim Smutz
 Tim Smutz
 Company Manager



We Bring the World to New Jersey


- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Morrmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Preliminary Settlement
 Andrea Bocelli
 IZOD Center
 December 8, 2007

Gross Ticket Sales Revenue	\$1,922,754.32	
Less: NJ Sales Tax	<u>125,787.67</u>	
Revenue Subject to License Fee		\$1,796,966.65
Arena License Fee	75,000.00	
Reimbursable Arena Expenses	<u>133,266.72</u>	<u>208,266.72</u>
Due Promoter (Authority)		1,588,699.93
Less: Cash to Promoter	0.00	
Secondary Box Office	0.00	
Contingency	0.00	
Cash Advance Payment	<u>1,400,000.00</u>	<u>1,400,000.00</u>
Due Promoter (Authority)		<u>188,699.93</u>



 Fatima Mir
 New Jersey Sports & Exposition Authority



 Frank Russo
 Classic Enterprises, LLC




We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Barry Manilow
 An Evening of Music and Passion
 December 10, 2007

Gross Ticket Sales Revenue	\$878,601.73	
Less: NJ Sales Tax	59,860.42	
Revenue Subject to License Fee		\$818,741.31
Arena License Fee	55,000.00	
Reimbursable Arena Expenses	<u>48,831.32</u>	<u>103,831.32</u>
Due Promoter (Authority)		714,909.99
Less: Cash to Promoter	0.00	
Ticket Receivable	120,000.00	
Secondary Box Office	40,330.00	
Incentive Adjustment-\$1 Bump overpaid	2,520.00	
Preliminary Settlement	<u>554,527.70</u>	<u>717,377.70</u>
Due Promoter (Authority)		(\$2,467.71)
Add: Suite Tickets Sold (186 @ \$3.00 per show)	558.00	
Suite Tickets Relocated (0 @ \$3.00 per show)	0.00	
	0.00	
	<u>0.00</u>	<u>558.00</u>
Due Promoter (Authority)		<u>(1,909.71)</u>



 Conni Tamburri
 Vice President - General Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
 Giants Stadium
 IZOD Center
 Monmouth Park Racetrack
 Boardwalk Hall
 Atlantic City Convention Center
 The Wildwoods Convention Center

Final Settlement
Trans-Siberian Orchestra Concert
 Winter Tour 2007
 December 15, 2007

Gross Ticket Sales Revenue	\$1,045,935.00	
Less: NJ Sales Tax	<u>68,485.08</u>	
Revenue Subject to License Fee		\$977,449.92
Arena License Fee	120,000.00	
Reimbursable Arena Expenses	<u>57,157.00</u>	<u>177,157.00</u>
Due Promoter (Authority)		800,292.92
Less: Cash to Promoter	3,900.00	
Receivable - K-type	10,478.00	
Preliminary Settlement	660,231.42	
Advance Deposit to Promoter	<u>125,000.00</u>	<u>799,609.42</u>
Due Promoter (Authority)		\$683.50
Add: Suite Tickets Sold (186 @ \$3.00 per show)	1,116.00	
Suite Tickets Relocated (0 @ \$3.00 per show)	0.00	
IZOD Center Revised Ad	0.00	
	<u>0.00</u>	<u>1,116.00</u>
Due Promoter (Authority)		1,799.50

Conni Tamburri

 Conni Tamburri
 Assistant Vice President - Event Accounting

<u>Order#</u>	<u>Event</u>
698334	HS FOOTBALL
698401	BAMBOOZLE CONCERT 05/03/08
698515	RED BULLS VS BARCELONA 08/06/08
698520	US MEN'S SOCCER VS ARGENTINA 06/08/08
698521	COLOMBIA VS ECUADOR 08/20/08
698522	US WOMEN VS IRELAND 09/17/08
698900	BRUCE SPRINGSTEEN CONCERT 07/27/08
698903	HOT 97 CONCERT 06/01/08
798004	ACQUIRE THE FIRE 02/08/08
798007	INTERNATIONAL FIGHT LEAGUE 04/04/08
798008	WOMEN OF FAITH 10AM 06/20/08
798011	DISNEY PLAYHOUSE LIVE 11/08/08 12PM
798026	WAKLING WITH DINOSAURS
798037	TONY HAWK'S BOOM BOM HUCK JAM 08/11/08
798038	BENNY HINN MINISTRIES 09/26/08
798041	2008 TOUR OF GYMNASTICS 10/25/08
798051	HS BASKETBALL CHAMPIONSHIPS 03/17/08
798301	SPICE GIRLS CONCERT 02/13/08
798302	IRON MAIDEN 3/14/08
798303	TOBY KEITH CONCERT 02/15/08
798304	VAN HALEN CONCERT 05/13/08
798305	AVRIL LAVIGNE CONCERT 03/30/08
798306	JONAS BROTHERS CONCERT 03/22/08
798307	JAY-Z & MARY J BLIGE CONCERT 03/28/08
798308	ZOOTOPIA CONCERT 05/17/08
798309	FOO FIGHTERS 07/29/08
798310	NINE INCH NAILS CONCERT 08/27/08
798311	NEW KIDS ON THE BLOCK 09/23/08
798312	MADONNA CONCERT 10/04/08
798313	JANET JACKSON CONCERT 10/17/08
798314	COLDPLAY CONCERT 10/26/08
798316	ENRIQUE IGLESIAS CONCERT 10/05/08
798317	THE WHO CONCERT 10/29/08
798319	POWER 105 POWERHOUSE CONCERT 10/28/08
798321	AC/DC CONCERT 11/19/08
798351	DOO WOP CONCERT 06/14/08
798501	DUKE VS XAVIER 12/20/08
798601	STATE FAIR MEADOWLANDS 06/26/08
798700	SESAME STREET LIVE 09/17/08
798726	DISNEY ON ICE - FINDING NEMO 01/18/2008
798751	RINGLING BROS. CIRCUS 03/05/08 7PM
798762	RINGLING BROS. CIRCUS 04/09/08 7PM
798776	HARLEM GLOBETROTTERS 02/16/08
798800	WWE MONDAY NIGHT RAW 04/28/08
798801	WWE 12/30/08
799002	Monster Jam 1/31/08
799826	Berkley Graduation 4/24/09
799827	Seton Hall Graduation 5/11/09 10am

2008

<u>Order#</u>	<u>Event</u>
799828	NJ City Graduation 5/12/09 9:30am
799829	BCCC Graduation 5/14/09 10am
799830	FDU Graduation 5/19/09
799831	UMDNJ Graduation 5/20/09
799832	Montclair Graduation 5/22/09
799833	Paramus Cath. HS Graduation 6/1/09
	OBAMA for Amercia Rally February 4, 2008
	A C N Inc. June 25-29, 2008
	Madonna Rehearsal July - August 2008
	American Idol Auditions August 17-19, 2008
	2008 High School Football Kickoff Classic Sept 12, 2008
	High School Band Competitions October 11, 2008



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

27-Jan-08

**Final Settlement
Disney on Ice
Finding Nemo
January 18th - January 27th, 2008**

Gross Ticket Sales Revenue	\$1,314,912.50
Less: New Jersey Sales Tax	(86,021.43)
Less: Ticketmaster Auction Fee	0.00
Add: Special Seating (206 seats x 16 shows x \$32.50)	<u>107,120.00</u>

Total Gross Ticket Sales Revenue **\$1,336,011.07**

Less:

Advertising	458,295.21	
Group Sales Commissions	14,613.12	
Credit Card Commissions	29,013.25	
Royalties	<u>160,321.33</u>	<u>662,242.91</u>

Adjusted Gross Receipts **\$673,768.16**

Ringling Bros. Share (See Attached Schedule)	\$404,260.90
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Add:

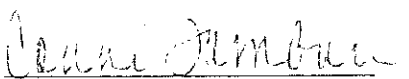
Advertising	458,295.21	
Traveling Stagehands	30,402.92	
Taped Narration & Musical Accompanimer	2,648.00	
ASCAP	3,200.00	
Royalties	160,321.33	
Group Sales Brochure	0.00	
Spotlight Gels	320.00	
Pyro Permits	<u>2,300.00</u>	<u>657,487.46</u>


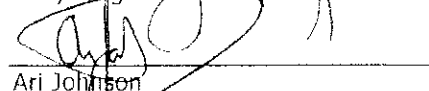
Due Ringling Brothers (Authority)	\$1,061,748.36
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Less:

Advertising Expenses paid by NJSEA	32,609.63	48843.8
Asbury Park Press Ad - Trenton	1,599.67	
Telephones & T1 Line	800.00	
Ushers	1,568.00	
Ticket Receivable	0.00	
Spot Light Cost - Split with Feld	1,012.50	
Aramark Bills	<u>2,817.42</u>	<u>40,407.22</u>

Total Due Ringling Brothers **\$1,021,341.16**


Conni Tamburri
Vice President - General Accounting


Mary King

Ari Johnson



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
Monster Jam
February 1 & 2, 2008**

Gross Ticket Sales Revenue - Event	\$462,920.00	
Gross Ticket Sales Revenue - Pit Party	\$5,630.00	
Less: NJ Sales Tax	<u>(30,652.80)</u>	
Revenue Subject to License Fee		\$437,897.20
Arena Licensee Fee	65,684.58	
Reimbursable Arena Expenses	<u>13,884.25</u>	<u>79,568.83</u>
Due Promoter (Authority)		358,328.37
Less: Cash to Promoter	3,550.00	
Ticket Sales By Promoter	80.00	
Preliminary Settlement	<u>353,698.37</u>	<u>357,328.37</u>
Due Promoter (Authority)		<u>\$1,000.00</u>

Conni Tamburri
Vice President - General Accounting

**Final Settlement
OBAMA For America Rally
February 4, 2008**

<u>Amounts Due New Jersey Sports & Exposition Authority</u>	
Arena Licensee Fee	40,000.00
Reimbursable Arena Expenses	<u>53,536.57</u>
Due New Jersey Sports & Exposition Authority	93,536.57
Less: Advance Deposit	<u>85,000.00</u>
Due New Jersey Sports & Exposition Authority	<u>\$8,536.57</u>

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Conni Tamburri
VP - General Accounting

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**Final Settlement
Acquire The Fire
February 8th & 9th, 2008**

<u>Amounts Due New Jersey Sports & Exposition Authority</u>	
Arena Licensee Fee	85,000.00
Reimbursable Arena Expenses	141,429.64
Non Refundable Deposit-2009 Event	<u>15,000.00</u>
Due New Jersey Sports & Exposition Authority	241,429.64
Less: Advance Deposit	<u>264,171.00</u>
Due Teen Mania Ministries	<u>(\$22,741.36)</u>

Conni Tamburri
VP - General Accounting



We Bring the World to New Jersey

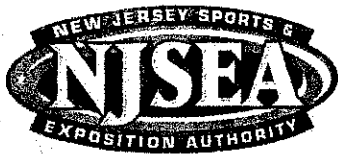
- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
The Spice Girls
February 13, 2008

Gross Ticket Sales Revenue	\$1,429,753.76	
Less: NJ Sales Tax (7%)	93,535.29	
 Revenue Subject to License Fee		 \$1,336,218.47
 Arena License Fee	 80,000.00	
Reimbursable Arena Expenses	75,089.59	155,089.59
 Due Promoter (Authority)		 1,181,128.87
Less: Cash to Promoter	70,000.00	
K-Type Receivable - Consignment	3,402.00	
B-Type Receivable - Band Tickets	0.00	
Secondary Box Office	7,533.00	
Preliminary Settlement	1,101,309.40	1,182,244.40
 Due Promoter (Authority)		 <u>(1,115.53)</u>
 Add: Fan Club Ticket Price Error	 2,958.88	
	0.00	2,958.88
 Due Promoter (Authority)		 <u>1,843.35</u>

Conni Tamburri

Conni Tamburri
Vice President - General Accounting



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Morrmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Toby Keith
 "Big Dog Daddy Tour"
 February 15, 2008

Gross Ticket Sales Revenue	\$541,605.00	
Less: NJ Sales Tax	<u>36,797.22</u>	
Revenue Subject to License Fee		\$504,807.78
Arena License Fee	77,777.00	
Reimbursable Arena Expenses	<u>49,474.53</u>	127,251.53
Due Promoter (Authority)		377,556.25
Less: Cash to Promoter	12,000.00	
Receivable -	0.00	
Secondary Box Office	80,516.00	
Preliminary Settlement	<u>283,268.70</u>	375,784.70
Due Promoter (Authority)		\$1,771.55
Add: Suite Tickets Sold (212 @ \$3.00 per show)	636.00	
Suite Tickets Relocated (14 @ \$3.00 per show)	42.00	
	0.00	
	<u>0.00</u>	678.00
Due Promoter (Authority)		<u>\$2,449.55</u>

Conni Tamburri
 Conni Tamburri
 Vice President - General Accounting
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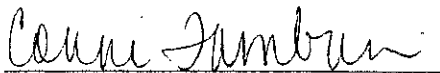


We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Morrmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

New Jersey Sports & Exposition Authority
Preliminary Settlement
Harlem Globetrotters
February 16th & 18th, 2008

Gross Ticket Sales Revenue - February 16th - 1pm	\$195,182.00	
Facility Fee - February 16th - 1pm	\$9,118.00	
Gross Ticket Sales Revenue - February 16th - 7pm	\$148,214.20	
Facility Fee - February 16th - 7pm	\$7,404.00	
Gross Ticket Sales Revenue - February 18th - 1pm	\$200,794.20	
Facility Fee - February 18th - 1pm	\$11,342.00	
Food Coupons (\$5 per ticket)	<u>(\$6,665.00)</u>	\$565,389.40
Less: NJ Sales Tax (7%)		<u>\$36,988.09</u>
Net Ticket Sales Revenue		\$528,401.31
Magic Circle Promotion Item	\$0.00	
Net Sponsorship Proceeds	<u>\$0.00</u>	<u>0.00</u>
Net Proceeds		\$528,401.31
Less: Advertising	90,414.28	
Ticket Commissions	2,324.06	
Magic Circle Promotion Item	0.00	
Spotlight Rental	1,229.00	
Spot Operators	<u>1,978.00</u>	<u>95,945.34</u>
Amount Subject To Split		<u>432,455.97</u>
AMOUNT DUE HARLEM GLOBETROTTERS - 60%		259,473.58
Add: Publicity Expense paid to Globetrotters	6,112.80	
Advertising Expenses Due MSG/Nassau	<u>31,421.67</u>	<u>37,534.47</u>
AMOUNT DUE HARLEM GLOBETROTTERS		297,008.05
Less: Advertising Expenses Due IZOD Center	10,000.00	
Preliminary Settlement	274,726.85	
Cash	11,600.00	
Military Ticket Receivable	<u>240.00</u>	<u>296,566.85</u>
AMOUNT DUE HARLEM GLOBETROTTERS		<u>441.20</u>


Conni Tamburri
Vice President - General Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Ringling Brothers and Barnum and Bailey Circus
March 5 - 9, 2008

Gross Ticket Sales	\$1,529,861.50		
Auction Proceeds	<u>\$0.00</u>	\$1,529,861.50	
Less: NJ Sales Tax - 7%		<u>100,044.32</u>	\$1,429,817.18
Add: Special Seating (226 x \$22.50 x 11)			<u>55,935.00</u>
Total Gross Ticket Sales			1,485,752.18
Advertising		365,173.74	
Group Sales Commissions		16,944.51	
Credit Card Commissions		33,098.83	
Premium Items - Celebrity Seating		<u>0.00</u>	<u>415,217.08</u>
Gross Receipts Subject to Split			<u>1,070,535.10</u>

1,000,000.00 @ 70%	700,000.00
70,535.10 @ 80%	56,428.08
0.00 @ 86%	<u>0.00</u>

Feld Entertainment Share 756,428.08

Add: Advertising	365,173.74	
ASCAP	1,787.50	
Musicians	13,453.31	
Spotlight Gels	115.00	
Group Sales Expenses	0.00	
Hebrew National Sponsorship	25,500.00	
Premium Items - Celebrity Seating	<u>0.00</u>	
		<u>406,029.55</u>

Feld Entertainment Share 1,162,457.63

Less: Ticket Receivable	0.00	
Stagehands - Riggers	15,917.00	
Advertising Due NJSEA for MSG	0.00	
Advertising paid by NJSEA	27,713.27	
Ushers	301.00	
Telephones & T1	<u>1,100.00</u>	
		<u>45,031.27</u>

Total Due Feld Entertainment, Inc. \$1,117,426.36

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Vice President - Event Accounting

Dion Gaines
Dion Gaines
Vicki Scharfberg
Vicki Scharfberg



We Bring the World to New Jersey

Meadowlands Racetrack
 Giants Stadium
 IZOD Center
 Monmouth Park Racetrack
 Boardwalk Hall
 Atlantic City Convention Center
 The Wildwoods Convention Center

Final Settlement
Iron Maiden
 March 14, 2008

Gross Ticket Sales Revenue		\$718,845.00
Less: New Jersey Sales Tax (7%)		<u>47,016.29</u>
Revenue Subject to License Fee		\$671,828.71
Arena License Fee	75,000.00	
Reimbursable Arena Expenses	<u>49,425.71</u>	<u>124,425.71</u>
Due Promoter (Authority)		547,403.00
Less: Cash to Promoter	6,500.00	
Band Receivable - B-Type	5,355.00	
Secondary Box Office - Metropolitan Talent Presents	11,126.50	
Preliminary Settlement	488,847.90	
Advance Deposit	<u>35,000.00</u>	<u>546,829.40</u>
Due Promoter (Authority)		<u>573.60</u>
Add: Suite Tickets Sold (272 per night @ \$3 each)	678.00	
Suite Tickets Relocated (42 @ \$3 each)	0.00	<u>678.00</u>
Ticket Service Fees - Band/Act	0.00	
Ticketmaster Add'l Convenience Fees	<u>0.00</u>	
Due Promoter (Authority)		<u>1,251.60</u>

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 Vice President - General Accounting



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
2008 High School Basketball Tournament
March 17, 2008**

Guaranteed Amount to NJSIAA	<u>30,000.00</u>	<u>30,000.00</u>
Due NJSIAA		<u>\$30,000.00</u>

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Final Settlement
Jonas Brothers
 March 22, 2008

Gross Ticket Sales Revenue	\$627,645.00	
Less: NJ Sales Tax	<u>41,502.97</u>	
Revenue Subject to License Fee		\$586,142.03
Arena License Fee	75,000.00	
Reimbursable Arena Expenses	<u>34,283.91</u>	<u>109,283.91</u>
Due Promoter (Authority)		476,858.12
Less: Cash to Promoter	1,600.00	
Receivable	0.00	
Secondary Box Office	25,380.00	
Preliminary Settlement	<u>465,272.64</u>	<u>492,252.64</u>
Due Promoter (Authority)		(\$15,394.52)
Add: Suite Tickets Sold (226 @ \$3.00 per show)	678.00	
Suite Tickets Relocated (34 @ \$3.00 per show)	102.00	
VIP Charity Auction	15,781.60	
	<u>0.00</u>	<u>16,561.60</u>
Due Promoter (Authority)		\$1,167.08

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We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
 Jay Z & Mary J. Blige
 "Heart of the City Tour"
 March 28, 2008

Gross Ticket Sales Revenue	\$1,806,972.92	
Less: NJ Sales Tax	<u>119,795.18</u>	
Revenue Subject to License Fee		\$1,687,177.74
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>61,374.24</u>	<u>141,374.24</u>
Due Promoter (Authority)		1,545,803.50
Less: Cash to Promoter	10,500.00	
Receivable	0.00	
Secondary Box Office	173,644.50	
Preliminary Settlement	<u>1,361,545.37</u>	<u>1,545,689.87</u>
Due Promoter (Authority)		\$113.63
Add: Suite Tickets Sold (226 @ \$3.00 per show)	678.00	
Suite Tickets Relocated (0 @ \$3.00 per show)	0.00	
	0.00	
	<u>0.00</u>	<u>678.00</u>
Due Promoter (Authority)		<u>\$791.63</u>

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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Avril Lavigne
"Best Damn Tour"
March 30, 2008

Gross Ticket Sales Revenue	\$308,213.38	
Less: NJ Sales Tax	<u>20,816.69</u>	
Revenue Subject to License Fee		\$287,396.69
Arena License Fee	60,000.00	
Reimbursable Arena Expenses	<u>41,282.68</u>	<u>101,282.68</u>
Due Promoter (Authority)		186,114.01
Less: Cash to Promoter	1,000.00	
Receivable - L-Type	10,888.50	
Secondary Box Office	19,218.50	
Preliminary Settlement	<u>162,102.46</u>	<u>193,209.46</u>
Due Promoter (Authority)		(\$7,095.45)
Add: Suite Tickets Sold (226 @ \$3.00 per show)	678.00	
Suite Tickets Relocated (0 @ \$3.00 per show)	0.00	
VIP Party	7,520.16	
	<u>0.00</u>	<u>8,198.16</u>
Due Promoter (Authority)		<u>\$1,102.71</u>

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International Fight League
April 4, 2008

Total Revenues

Ticket Revenue	\$143,790.00	
Concession Revenue	\$19,416.21	
Parking Revenue	\$11,213.08	
Venue Ticketing Rebate	\$3,804.50	
Sponsorship Revenue	\$0.00	
Total Revenues		\$178,223.79

Total Expenses

Athletic Tax	\$12,131.40	
Insurance (\$.26 per person)	\$824.20	
Admissions	\$4,345.86	
Security	\$4,473.99	
State Police	\$3,886.00	
Fire Department	\$0.00	
Parking Expenses	\$5,205.03	
Medical	\$1,163.63	
Ambulance & Supplies	\$875.00	
Stagehands	\$20,930.81	
Trades/Conversion	\$11,320.66	
Cleaning	\$2,651.24	
Box Office	\$570.15	
Multimedia	\$50.03	
ASCAP/BMI (.35% of GTS)	\$503.27	
Credit Card Charges	\$749.74	
Catering	\$4,587.37	
Advertising	\$48,465.52	
T1 Line	\$250.00	
Auction Fees	\$120.84	
Utilities	\$1,500.00	
Supervision	\$2,632.00	
Tow Truck	\$195.00	
Port-O-John	\$280.56	
Pipe And Draping - Table	\$1,236.25	
Ticket Receivable - Capone	\$86.00	
Misc. Expenses	\$0.00	
Total NJSEA Expenses		\$129,034.55
IFL Expense		<u>\$0.00</u>
Total Expenses		\$129,034.55

Balance Remaining to IFL	\$49,189.24
Reimbursement to IFL for Penn Station Event	<u>\$3,100.00</u>
Total Due IFL	\$52,289.24

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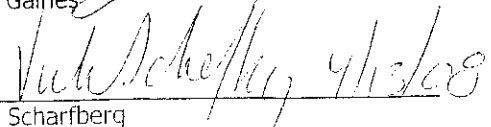
We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Preliminary Settlement
Ringling Brothers and Barnum and Bailey Circus
April 9 - 13, 2008

Gross Ticket Sales	\$2,050,020.70		
Auction Proceeds	<u>\$0.00</u>	\$2,050,020.70	
Less: NJ Sales Tax - 7%		<u>134,022.99</u>	\$1,915,997.71
Add: Special Seating (226 x \$22.50 x 10)			<u>50,850.00</u>
Total Gross Ticket Sales			1,966,847.71
Advertising		302,739.06	
Group Sales Commissions		19,843.73	
Credit Card Commissions		44,340.31	
Premium Items - Celebrity Seating		<u>0.00</u>	<u>366,923.10</u>
Gross Receipts Subject to Split			1,599,924.61
	0.00 @ 70%	0.00	
	229,464.90 @ 80%	183,571.92	
	1,370,459.71 @ 86%	<u>1,178,595.35</u>	
Feld Entertainment Share			1,362,167.27
Add: Advertising	302,739.06		
ASCAP	1,625.00		
Musicians	13,453.31		
Spotlight Gels	115.00		
Group Sales Expenses	0.00		
Pyro	2,500.00		
Premium Items - Celebrity Seating	<u>0.00</u>		<u>320,432.37</u>
Feld Entertainment Share			1,682,599.64
Less: Ticket Receivable	0.00		
Move in & out Expenses	46,170.00		
Advertising paid by NJSEA	20,863.94		
Ushers	0.00		
Telephones & T1	<u>950.00</u>		<u>67,983.94</u>
Total Due Feld Entertainment, Inc.			<u>\$1,614,615.70</u>


Fatima Mir
New Jersey Sports and Exposition Authority

 4/12/08
Dion Gaines
 4/13/08
Vicki Scharfberg



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Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
World Wrestling Entertainment
April 28, 2008
"Monday Night Raw"

Gross Ticket Sales Revenue		\$549,045.00	
Less: NJ Sales Tax		<u>35,941.98</u>	
Revenue Subject to License Fee			\$513,103.02
Arena License Fee	15.0%	51,310.30	
Extraordinary Arena Expenses		95,469.75	
Reimbursable Arena Expenses		<u>20,000.00</u>	<u>166,780.05</u>
Due Promoter (Authority)			346,322.97
Less: Cash to Promoter		13,920.00	
Aramark Buyout		2,750.00	
Preliminary Settlement		<u>327,845.03</u>	<u>344,515.03</u>
Due Promoter (Authority)			<u>\$1,807.94</u>

Conni Tamburri

Conni Tamburri
Vice President - General Accounting



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We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
The Bamboozle Festival
May 2 - 4, 2008**

Gross Ticket Sales Revenue	\$3,246,939.44	
Less: NJ Sales Tax	<u>213,247.77</u>	
Revenue Subject to License Fee		\$3,033,691.67
Stadium Licensee Fee	40,000.00	
Reimbursable Stadium Expenses	<u>551,385.89</u>	<u>591,385.89</u>
Due Promoter (Authority)		2,442,305.78
Less: Cash	10,000.00	
Secondary Box Office	22,902.50	
Aramark Buyout	40,000.00	
Gold Ticket F&B Voucher (500 @ \$10)	1,620.00	
Red Bull Party Aramark Bill	0.00	
Preliminary Settlement	<u>2,513,713.32</u>	<u>2,588,235.82</u>
Add: Parking Revenues (14,705 cars @ \$4.67)	68,672.35	
Facility Fee (\$.9346 per ticket sold)	61,477.99	
Cleaning Cost Credit	<u>31,246.82</u>	<u>161,397.16</u>
Due Promoter (Authority)		<u>\$15,467.12</u>

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Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Seton Hall University Graduation
May 12, 2008

Arena Licensee Fee	\$20,000.00
Reimbursable Arena Expenses	<u>\$36,909.87</u>
Due Authority	\$56,909.87
Less: Payment by Seton Hall University	<u>50,000.00</u>
Due Authority/(Seton Hall)	<u>\$6,909.87</u>

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We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Live Nation Presents
Van Halen
May 13, 2008

Gross Ticket Sales Revenue	\$1,234,115.78	
Less: NJ Sales Tax	81,167.67	
Revenue Subject to License Fee		\$1,152,948.11
Arena License Fee	46,000.00	
Reimbursable Arena Expenses	54,904.59	100,904.59
Due Promoter (Authority)		1,052,043.52
Less: Cash to Promoter	2,000.00	
Ticket Receivable - K-Type	0.00	
Secondary Box Office	9,717.50	
Potential Refund	3,000.00	
Preliminary Settlement	1,018,583.98	1,033,301.48
Due Promoter (Authority)		\$18,742.04
Add: Suite Tickets Sold (266 @ \$3.00 per show)	798.00	
Suite Tickets Relocated (0 @ \$3.00 per show)	0.00	
TM Bump \$1	10,287.00	
Ticket Exchange Fee - NJSEA	690.57	
Ticket Exchange Fee - Live Nation (paid to NJSEA in error)	4,126.49	15,902.06
Due Promoter (Authority)		34,644.10

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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Morumouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
NJ City Graduation
May 14, 2008**

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>28,610.23</u>	
Due Authority		\$48,610.23
Less: Payment by NJ City		<u>45,000.00</u>
Due Authority		<u>\$3,610.23</u>



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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
Bergen Community College Graduation
May 15, 2008**

Advance Deposits by Bergen Community College		\$40,000.00
Less:		
Arena License Fee	\$10,000.00	
Reimbursable Arena Expenses (See Attached)	<u>28,651.72</u>	<u>38,651.72</u>
Total Due Bergen Community College/(Authority)		<u>\$1,348.28</u>

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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Zootopia 2008
May 17, 2008

Gross Ticket Sales Revenue		\$1,861,973.00
Less: New Jersey Sales Tax		<u>(131,074.87)</u>
Revenue Subject to License Fee		\$1,730,898.13
Arena License Fee	105,000.00	
Reimbursable Arena Expenses	<u>96,934.49</u>	<u>201,934.49</u>
Due Promoter (Authority)		1,528,963.64
Less: Contingency	0.00	
Secondary Box Office	0.00	
Receivable-K Type	0.00	
Aramark Bill	50,254.68	
Preliminary Settlement	<u>1,476,978.63</u>	<u>1,527,233.31</u>
Due Promoter (Authority)		<u>1,730.33</u>

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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Morumouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Fairleigh Dickinson University Graduation
May 20, 2008

Arena License Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>34,850.59</u>	
Due Authority		54,850.59
Less: Payment by Fairleigh Dickinson University		<u>20,000.00</u>
Due Authority		<u>\$34,850.59</u>

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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Morrmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
UMDNJ Graduation
May 21, 2008

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>29,011.74</u>	
Due Authority		\$49,011.74
Less: Payment by UMDNJ		<u>45,000.00</u>
Due Authority		<u>\$4,011.74</u>

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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Montclair State University Graduation
May 23, 2008

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>36,993.92</u>	
Due Authority		\$56,993.92
Less: Payment by Montclair State University		<u>20,000.00</u>
Due Authority		<u>\$36,993.92</u>

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We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Hot 97's Summer Jam 2008
June 1, 2008

Gross Ticket Sales Revenue	\$3,203,955.00	
Less: NJ Sales Tax	<u>209,591.30</u>	
Revenue Subject to License Fee		\$2,994,363.70
Stadium Licensee Fee	175,000.00	
Reimbursable Stadium Expenses	<u>586,878.67</u>	<u>761,878.67</u>
Due Promoter (Authority)		2,232,485.03
Less: Cash to Promoter	100,000.00	
Ticket Sales by Promoter	26,786.00	
VIP Party (Aramark & Parking Passes)	14,000.00	
Contingency - Ticket Disputes	9,000.00	
Preliminary Settlement	681,671.70	
Cash Advance to Promoter	<u>1,393,367.33</u>	<u>2,224,825.03</u>
Due Promoter (Authority)		7,660.00
Add: Origination Fee Due Trevanna	<u>2,500.00</u>	<u>2,500.00</u>
Due Promoter (Authority)		<u>\$10,160.00</u>

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Vice President - General Accounting



We Bring the World to New Jersey

Paramus
Catholic Grad
Jun 08
Not on Report

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
Paramus Catholic Graduation
June 2, 2008**

Arena Licensee Fee	\$5,000.00
Reimbursable Arena Expenses	<u>29,307.17</u>
Total Due New Jersey Sports & Exposition Authority	\$34,307.17
Less: Payment by Paramus Catholic	<u>30,000.00</u>
Total Due New Jersey Sports & Exposition Authority	<u>\$4,307.17</u>

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**Final Settlement
MNT Friendly Match
United States Men's vs. Argentina
Giants Stadium
June 8, 2008**

Gross Ticket Sales Revenue \$4,550,095.00
Admissions Impost \$227,220.00
Less: NJ Sales Tax (Exempt 501c3 corp.) 0.00

Revenue Subject to License Fee \$4,777,315.00

Stadium Impost (\$1.50 per ticket sold) 113,610.00
Ticket Sales by Promoter 483,960.00
Reimbursable Stadium Expenses (capped at \$175,828) 175,828.00
Preliminary Settlement 3,875,000.00
Extraordinary Items 205,974.78 4,854,372.78

Due Promoter (Authority) (77,057.78)

Add: Parking Revenue due US Soccer (\$2 Per Car) 34,832.00
Concession Revenue due US Soccer (\$.75 per person) 56,046.75
Local Sponsorship (The Record) 1,250.00 92,128.75

Due Promoter (Authority) \$15,070.97

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Vice President - General Accounting

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Meadowlands Racetrack
Giants Stadium
IZOD Center
Morntonmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

New Jersey Sports & Exposition Authority
Final Settlement
Doo Wop Concert
June 14, 2008

Amounts Due Richard Nader:

Excess Gross Admission Revenue	\$19,699.30	
Consulting Fee	<u>\$74,400.00</u>	\$94,099.30

Less Payments made by NJSEA

Prior Payments	\$37,200.00	
Ticket Sales by Promoter	\$30,712.00	
Cash At Settlement	<u>\$20,000.00</u>	<u>\$87,912.00</u>

Total Due Richard Nader Entertainment / (NJSEA) \$6,187.30

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Vice President - Event Accounting



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Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

July 19, 2008

Final Settlement
Women of Faith
June 20 - 21, 2008

Advance Deposit Received from Women of Faith		\$229,965.00
Arena Licensee Fee	25,000.00	
Reimbursable Arena Expenses	<u>183,782.01</u>	<u>208,782.01</u>
Total Due Women of Faith / (NJSEA)		<u>21,182.99</u>

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Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
A C N, Inc.
June 25 - 29, 2008**

<u>Amounts Due to NJSEA</u>		
Arena Licensee Fee	60,000.00	
Reimbursable Arena Expenses	<u>179,227.03</u>	<u>239,227.03</u>
Less: Advance by A C N, Inc.		<u>250,821.00</u>
Total Due NJSEA/(A C N, Inc.)		<u>(\$11,593.97)</u>



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Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**State Fair at the Meadowlands
June 26th - July 13th, 2008
Final Settlement**

AUG 2 2008

Estimated Cash Collected by NJSEA

EMF0626-EMFAIR0713	\$1,311,170.28
EMFAIR08	\$23,768.35
EMFAIRG8	\$2,040.20
EMFPOP08	\$101,851.44
EMFPOPG8	\$9,695.94
EMFG0630	\$359.94
Total Cash	\$1,448,886.15
Less: Sales Tax	(\$94,786.94)
Less: State Fair Ticket Receivable	(\$131,165.48)
Net Ticket Cash	\$1,222,933.73
Film Shoot at State Fair	\$2,400.00

Total Cash Collected by NJSEA **\$1,225,333.73**

Amounts Due NJSEA

Amusement Fair Net Revenues - Minimum Guarantee	\$750,000.00
Reimbursable Expenses	\$481,909.32
Parking Due NJSEA for Car Load Night (\$2 per car)	\$2,797.00
Film Shoot at State Fair - 50% of Fee collected	\$1,200.00
Contingency	\$0.00
Total Due NJSEA	\$1,235,906.32

Total Due State Fair/(NJSEA) **(\$10,572.59)**

Payments by State Fair **\$100,000.00**

Total Due State Fair/(NJSEA) **\$89,427.41**

Preliminary Settlement paid to State Fair **\$0.00**

Total Due State Fair/(NJSEA) **\$89,427.41**

Conni Tamburri
Vice President - General Accounting

Tom Bellusci
State Fair, Inc.

698900

Preliminary Settlement
Bruce Springsteen & The E Street Band
July 27th - 28th - 31st, 2008

Gross Ticket Sales Revenue	\$13,709,725.00	
Less: NJ Sales Tax	<u>896,260.99</u>	
Revenue Subject to License Fee		\$12,813,464.01
Arena Licensee Fee	540,000.00	
Reimbursable Arena Expenses	<u>2,226,773.07</u>	<u>2,766,773.07</u>
Due Thrill Hill/ (Authority)		10,046,690.94
Less: Advance Deposit to CAA	4,254,400.00	
Band Ticket Receivable	4,410.00	
Cash Advance to Thrill Hill	62,000.00	
Aramark Invoices	0.00	
Contingency	<u>5,800,000.00</u>	<u>10,120,810.00</u>
Due Thrill Hill/ (Authority)		(\$74,119.06)
Add: Expenses Paid by Thrill Hill	180,000.00	
Interest Due to Thrill Hill	<u>135,907.93</u>	<u>315,907.93</u>
Due Thrill Hill/(Authority)		<u>\$241,788.87</u>

Conni Tamburri

John Czajkowski

JUN 17 2008 49.45

Madonna Rehearsal
IZOD Center
July - August 2008

Current Amount Due NJSEA - (Through 7/28/08-8/03/08)

Rent - (7/28/08)	\$5,250.00
Rent - (7/30/08-8/3/08)	\$26,250.00
Stagehand Expenses	\$123,348.00
Trades Expenses	\$7,203.00
Cleaning Expenses	\$575.25
Telephone Lines & Toll Calls	\$0.00
T1 Line	<u>\$450.00</u>

Total Due NJSEA

\$163,076.25

Please remit payment to:

New Jersey Sports & Exposition Authority
50 State Route 120
East Rutherford, New Jersey 07073



Bob Koch
Live Nation M Tours (USA), Inc.



We Bring the World to New Jersey

Meadowlands Racetrack
 Giants Stadium
 IZOD Center
 Monmouth Park Racetrack
 Boardwalk Hall
 Atlantic City Convention Center
 The Wildwoods Convention Center

Final Settlement
Foo Fighters
 July 29, 2008

Gross Ticket Sales Revenue		\$618,395.42
Less: New Jersey Sales Tax (7%)		<u>40,455.78</u>
Revenue Subject to License Fee		\$577,939.64
Arena License Fee	75,000.00	
Reimbursable Arena Expenses	<u>43,010.65</u>	<u>118,010.65</u>
Due Promoter (Authority)		459,929.00
Less: Cash to Promoter	20,000.00	
Band Receivable	0.00	
Secondary Box Office - Metropolitan Talent Presents	8,736.00	
Preliminary Settlement	319,533.99	
Return - Contingency	1,000.00	
Advance Deposit	<u>110,000.00</u>	<u>459,269.99</u>
Due Promoter (Authority)		<u>659.01</u>

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698515

**Final Settlement
Red Bulls vs. Barcelona
August 6, 2008**

Gross Ticket Sales

Ticketmaster Sales		531,310.00
Box Office Sales		<u>194,085.00</u>
Ticket Sales by NJSEA		725,395.00

Less: Sales tax (7%)		<u>47,455.75</u>
Due Promoter (Authority)		677,939.25

Stadium Licensee Fee & Impost	117,623.00	
Reimbursable Stadium Expenses	<u>154,859.54</u>	<u>272,482.54</u>

Due Promoter (Authority)		405,456.72
---------------------------------	--	-------------------

Add: International Incentive Fee	20,000.00	
Concession Participation (30%)	21,225.93	
Parking Participation (20% of gross)	23,318.56	
Grass Field Cost	<u>0.00</u>	<u>64,544.48</u>

Due Promoter (Authority)		<u>\$470,001.20</u>
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698515

Conni Tamburri
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 Vice President - Event Accounting
 FM

Will Wilson
 Soccer United Marketing

JE 12092828
 JE 12099240
 PC 11719
 S/E 1-253600




We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
American Idol Auditions
August 17-19, 2008**

Arena Licensee Fee	80,000.00	
Reimbursable Arena Expenses	<u>100,742.73</u>	<u>180,742.73</u>
Due Authority		180,742.73
Less: Advance Payments by Licensee	<u>176,884.00</u>	<u>176,884.00</u>
Due American Idol Production, Inc.		<u>(\$3,858.73)</u>



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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Tony Hawk Boom Boom Huck Jam
Meadowlands Sports Complex
August 11, 2008

Gross Ticket Sales Revenue		\$62,261.00
Less: New Jersey Sales Tax		<u>(4,073.15)</u>
Net Ticket Sales Revenue		\$58,187.85
License Fee	\$10,000.00	
Reimbursable Expenses	<u>39,079.17</u>	<u>49,079.17</u>
Due Promoter / (NJSEA)		<u>\$9,108.68</u>

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Vice President - General Accounting



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Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Ecuador vs Colombia
August 20, 2008

Ticket Sales Collected by NJSEA

Ticketmaster Sales		297,120.00
Box Office Sales		<u>506,410.00</u>
Ticket Sales by NJSEA		803,530.00

Less: Sales tax (7%)		<u>52,567.38</u>
Due Promoter (Authority)		750,962.62

Stadium Licensee Fee & Impost	114,515.70	
Reimbursable Stadium Expenses	123,706.00	
Preliminary Payment	<u>475,000.00</u>	<u>713,221.70</u>

Due Promoter (Authority)		37,740.92
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Add: Concession Participation (30%)	8,494.72	
Parking Participation (20% of gross)	<u>22,184.72</u>	<u>30,679.44</u>

Due Promoter (Authority)		<u>\$68,420.36</u>
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Conni Tamburri
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Vice President - General Accounting
FM

Will Wilson
Will Wilson
Soccer United Marketing



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Mortmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
The Bowery Presents
Nine Inch Nails
August 27, 2008

Gross Ticket Sales Revenue	\$509,357.00	
Less: NJ Sales Tax	<u>33,298.86</u>	
Revenue Subject to License Fee		\$476,058.14
Arena License Fee	70,000.00	
Reimbursable Arena Expenses	<u>53,605.21</u>	<u>123,605.21</u>
Due Promoter (Authority)		352,452.93
Less: Cash to Promoter	25,000.00	
Ticket Receivable - K-Type	774.00	
Ticket Receivable - L-Type	105,006.00	
Preliminary Settlement	<u>211,309.69</u>	<u>342,089.69</u>
Due Promoter (Authority)		\$10,363.24
Add: Suite Tickets Sold (193 @ \$3.00 per show)	<u>579.00</u>	<u>579.00</u>
Due Promoter (Authority)		<u>10,942.24</u>

A handwritten signature in cursive script, reading "Conni Tamburri", is written over a horizontal line.

Conni Tamburri
Vice President - General Accounting
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We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
2008 High School Football
Kickoff Classic
September 12, 2008**

Gross Ticket Sales Revenue		\$55,839.00
Less: Stadium Expenses	<u>\$50,000.00</u>	<u>50,000.00</u>
Balance Subject To Split		5,839.00
NJSEA Share (1/3)		<u>1,946.33</u>
Bergen Catholic Share (1/3)		<u>1,946.33</u>
St. Joseph Regional Share (1/3)		<u>1,946.33</u>

Conni Tamburri
 Conni Tamburri
 Vice President - General Accounting
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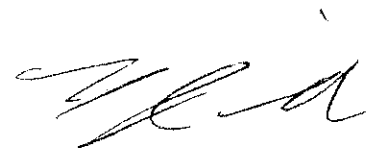
We Bring the World to New Jersey

Meadowlands Racetrack
 Giants Stadium
 IZOD Center
 Monmouth Park Racetrack
 Boardwalk Hall
 Atlantic City Convention Center
 The Wildwoods Convention Center

**Final Settlement
 Sesame Street Live's
 "Elmo's Green Thumb"
 September 17 - 21, 2008**

Gross Ticket Sales		\$346,422.00
Less: Sales Tax		<u>\$22,663.12</u>
Net Ticket Sales		\$323,758.88
Add: Suite Seat Relocations (731x \$19)	\$13,889.00	
Event Sponsorship	<u>\$25,500.00</u>	<u>\$39,389.00</u>
Total Revenue Subject to Split		\$363,147.88
Less: Advertising	\$67,944.52	
Show Programs	\$237.00	
Sponsorship Fulfillment & Commission	\$0.00	
Credit Card Commissions	\$951.40	
Royalties (5%)	<u>\$16,187.94</u>	<u>\$85,320.86</u>
Balance Subject To Split		<u>\$277,827.02</u>
Vee Corporation Share (60%)		\$166,696.21
Add: Advertising	\$10,894.40	
Advertising invoices	\$14,725.16	
Horizon-Merchandise	\$340.76	
Show Programs	\$237.00	
Royalties Due Vee Corporation	\$16,187.94	
Stagehand Labor due Vee	<u>\$6,728.78</u>	<u>\$49,114.04</u>
Total Due Vee Corporation (Authority)		<u>\$215,810.26</u>


 Fatima Mir
 New Jersey Sports & Exposition Authority


 Mary Kirifides
 Vee Corporation



698522

We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
WNT Fall Tour Match
US Women's Team vs. Women's National Team of Ireland
Giants Stadium
September 17, 2003**

Gross Ticket Sales Revenue	\$128,853.00	
Less: NJ Sales Tax (Exempt 501c3 corp.)	<u>0.00</u>	
Revenue Subject to License Fee		\$128,853.00
Reimbursable Stadium Expenses (based on attendance)	72,100.00	
Stadium Impost Due NJSEA (\$.50 per ticket sold)	1,557.50	
US Soccer Federation-Account Receivable	8,007.00	
Extraordinary Items	<u>31,530.34</u>	<u>113,194.84</u>
Due Promoter (Authority)		15,658.16
Add: Parking Revenue due US Soccer (\$2 Per Car)	1,860.00	
Concession Revenue due US Soccer (\$.50 per person)	<u>1,665.50</u>	<u>3,525.50</u>
Due Promoter (Authority)		<u>\$19,183.66</u>

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 Vice President - General Accounting
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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Live Nationa Presents
New Kids on the Block
September 23, 2008

Gross Ticket Sales Revenue	\$915,980.50	
Less: NJ Sales Tax	<u>59,923.96</u>	
Revenue Subject to License Fee		\$856,056.54
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>53,316.55</u>	<u>133,316.55</u>
Due Promoter (Authority)		722,739.99
Less: Cash to Promoter	50,400.00	
Ticket Receivable - B-Type	1,240.00	
Secondary Box Office	15,112.50	
Preliminary	<u>671,189.24</u>	<u>737,941.74</u>
Due Promoter (Authority)		(\$15,201.75)
Add: Ticket Exchange (overpaid for tickets)	<u>1,368.00</u>	<u>1,368.00</u>
Due Promoter (Authority)		(13,833.75)

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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

21-Oct-08

**Final Settlement
Benny Hinn Ministries
9/26-27/2008**

Arena Licensee Fee	\$75,000.00	
Reimbursable Arena Expenses	<u>149,366.21</u>	<u>\$224,366.21</u>
Due Promoter (Authority)		(224,366.21)
Add: Advance By Benny Hinn Ministries		<u>236,864.00</u>
Due Promoter (Authority)		<u>\$12,497.79</u>

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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Morrisum Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Madonna
"Sticky & Sweet Tour"
October 4, 2008

Gross Ticket Sales Revenue		\$2,852,250.60
Less: New Jersey Sales Tax		<u>186,595.83</u>
Revenue Subject to License Fee		\$2,665,654.77
Arena License Fee	85,750.00	
Reimbursable Arena Expenses	<u>141,468.14</u>	<u>227,218.14</u>
Due Promoter (Authority)		2,438,436.63
Less: Cash to Band/Promoter	80,000.00	
Promoter Receivable - B-Type	36,522.00	
Preliminary Settlement	<u>2,372,790.75</u>	<u>2,489,312.75</u>
Due Promoter (Authority)		(\$50,876.12)
Add: Ticket Service Fees - Band/Act	13,115.00	
Facility Fee (50% to Promoter)	22,899.53	
VIP Party	<u>8,484.00</u>	<u>44,498.53</u>
Due Promoter (Authority)		<u>(6,377.59)</u>

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We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Morrmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Preliminary Settlement
Enrique Iglesias / Aventura
October 5, 2008

Gross Ticket Sales Revenue	\$609,387.02	
Less: NJ Sales Tax	<u>43,104.86</u>	
Revenue Subject to License Fee		\$566,282.16
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>53,110.03</u>	133,110.03
Due Promoter (Authority)		433,172.13
Less: Cash to Promoter	30,000.00	
Receivable - K-Type	8,316.00	
Secondary Box Office	1,986.00	
Contingency	<u>0.00</u>	<u>40,302.00</u>
Due Promoter (Authority)		<u>\$392,870.13</u>

Conni Tamburri
Vice President - General Accounting
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Wayne T. Goldberg
Live Nation

**Walking With Dinosaurs
The Live Experience
October 8 -12, 2008**

Gross Ticket Sales

EMA1008E	143,867.00
EMA1009E	94,640.00
EMA1010A	117,918.00
EMA1010E	163,297.00
EMA1011A	190,863.00
EMA1011M	331,969.00
EMA1011E	189,514.00
EMA1012E	<u>166,287.00</u>
	\$1,398,355.00

Total Ticket Sales

\$91,481.17

**Less: Sales Tax
Net Ticket Sales**

\$1,306,873.83

Less: Credit Card Fees

\$4,142.16

Advertising

\$247,688.85

Royalty (6%)

\$78,412.43

Production Cost

\$50,000.00

Group Sales Commission

10% \$111,412.00

\$11,141.20

\$391,384.64

\$915,489.19

Revenue Before Split

Amounts Due Walking With Dinosaurs

75% of the first \$750,000

\$562,500.00

65% between \$750,001 - \$1,350,000

\$107,567.98

70% in excess of \$1,350,000,000

\$0.00

\$670,067.98

Total Due Walking With Dinosaurs

Add: Production Fee

\$50,000.00

Royalty (6%)

\$78,412.43

Advertising paid by WWD

\$2,892.17

Scaffolding Cost paid by WWD

\$4,500.00

Camera Operators

\$2,400.00

\$138,204.60

\$808,272.58

Total Due Walking With Dinosaurs

**Less: Cash Advance to WWD
Stagehand Audition Cost**

\$11,000.00


\$2,306.00

\$13,306.00

\$794,966.58

Total Due Walking With Dinosaurs

Conni Tamburri
Conni Tamburri
NJSEA


Scott Ellis
WWD



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

02/18/09

Final Settlement
High School Band Competitions
October 11, 2008

Gross Ticket Sales Revenue		\$60,894.00
Less: Stadium License Fee	\$15,000.00	
Excess Gross Admissions	0.00	
Reimbursable Expenses	<u>35,054.00</u>	<u>50,054.00</u>
Due Youth Education in the Arts / (Authority)		10,840.00
Less: Ticket Sales by Promoter	<u>33,504.00</u>	<u>33,504.00</u>
Due Youth Education in the Arts / (Authority)		(22,664.00)
Less: Advance Deposit		5,000.00
Due Youth Education in the Arts / (Authority)		<u>(17,664.00)</u>

Conni Tamburri
Vice President - General Accounting
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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Janet Jackson
"Rock Witchu Tour"
October 17, 2008

Gross Ticket Sales Revenue	\$883,471.57	
Less: NJ Sales Tax	<u>59,923.41</u>	
Revenue Subject to License Fee		\$823,548.16
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>58,923.80</u>	138,923.80
Due Promoter (Authority)		684,624.36
Less: Cash to Promoter	51,000.00	
Receivable - K-Type	0.00	
Secondary Box Office	109,308.50	
Preliminary Settlement	<u>523,567.84</u>	<u>683,876.34</u>
Due Promoter (Authority)		<u>\$748.02</u>

Conni Tamburri
Vice President - General Accounting
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Preliminary Settlement
2008 World Tour of Gymnastics Champions
October 25, 2008

<u>Amounts Due Arena Network</u>	
Advertising Expense paid by Tour	8,941.00
ATO Future Tour Development	3,266.00
Athlete Guarantee	50,000.00
Production Cost	15,000.00
ATO Overhead	9,500.00
Athlete Bonus	4,532.00
Net Proceeds Due Arena Network	<u>40,246.18</u>
Total Due Arena Network	131,485.18
<u>Amounts Due NJSEA</u>	
Advance Payment by NJSEA	34,500.00
Venue's Share of National Advertising	<u>0.00</u>
Total Due NJSEA	34,500.00
Total Due Arena Network/(NJSEA)	<u>96,985.18</u>

Conni Tamburri
VP - General Accounting

Ed Rubinstein
Tour Manager

Final Settlement
Cold Play
 "Viva La Vida"
 October 26 & 27, 2008

Gross Ticket Sales Revenue	\$2,662,864.70	
Less: NJ Sales Tax	<u>178,580.56</u>	
Revenue Subject to License Fee		\$2,484,284.14
Arena License Fee	145,000.00	
Reimbursable Arena Expenses	<u>64,634.99</u>	<u>209,634.99</u>
Due Promoter (Authority)		2,274,649.15
Less: Cash to Promoter	101,200.00	
Service Charges - N-Type	0.00	
Secondary Box Office	116,628.50	
Preliminary Settlement	<u>2,105,565.99</u>	<u>2,323,394.49</u>
Due Promoter (Authority)		(\$48,745.34)
Add: Service Charges - N-Type	30.00	
Ticketmaster Convenience Charges	48,072.00	
	0.00	
	<u>0.00</u>	<u>48,102.00</u>
Due Promoter (Authority)		(\$643.33)

Conni Tamburri
 Vice President - General Accounting
 fm

Final Settlement
Powerhouse 105
October 28, 2008

Gross Ticket Sales Revenue		\$1,562,868.00
Less: New Jersey Sales Tax		<u>109,887.70</u>
Revenue Subject to License Fee		\$1,452,980.30
Arena License Fee	120,000.00	
Reimbursable Arena Expenses	<u>56,680.28</u>	<u>176,680.28</u>
Due Promoter (Authority)		1,276,300.02
Less: Cash to Promoter	51,000.00	
Secondary Box Office	97,420.00	
Consignment Tickets	0.00	
Preliminary Settlement	<u>1,128,590.26</u>	<u>1,277,010.26</u>
Due Promoter (Authority)		<u>(710.24)</u>

Conni Tamburri
VP - General Accounting
fm

Final Settlement
The Who
October 29, 2008

Gross Ticket Sales Revenue		\$1,335,783.75
Less: New Jersey Sales Tax		<u>88,416.17</u>
Revenue Subject to License Fee		\$1,247,367.58
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>41,563.93</u>	<u>121,563.93</u>
Due Promoter (Authority)		1,125,803.65
Less: Cash to Promoter	26,000.00	
Secondary Box Office	38,847.25	
Consignment Tickets - L-Type	24,798.00	
Preliminary Settlement	<u>1,037,285.03</u>	<u>1,126,930.28</u>
Due Promoter (Authority)		<u>(\$1,126.63)</u>

Conni Tamburri
VP - General Accounting
fm

**Final Settlement
Playhouse Disney Live!
Produced by Feld Entertainment
November 8, 2008**

Gross Ticket Sales		\$390,303.84
Less: Sales Tax		<u>\$25,533.90</u>
Net Ticket Sales		\$364,769.94
Add: Suite Seat Relocations (246 x \$25)		<u>\$10,500.00</u>
Total Revenue Subject to Split		\$375,269.94
Less: Advertising	\$8,857.54	
Creative Costs	\$3,000.00	
Group Sales Commissions	\$1,381.92	
Credit Card Commissions	\$9,422.03	
Royalties (15%)	<u>\$56,290.49</u>	<u>\$78,951.98</u>
Balance Subject To Split		<u>\$296,317.96</u>
Amounts Due Feld Entertainment		\$177,790.78
Add: Advertising	\$8,857.54	
Creative Costs	\$3,000.00	
Royalties Due Feld Entertainment	\$56,290.49	
Commission for Sponsorship	\$0.00	
Traveling Stagehands	<u>\$4,718.00</u>	<u>\$72,866.03</u>
Total Due Feld Entertainment (Authority)		<u>\$250,656.81</u>
Less: Catering - Aramark Bill	\$5,703.19	
Flyer Handout	<u>\$703.44</u>	<u>\$6,406.63</u>
Total Due Feld Entertainment (Authority)		<u>\$244,250.18</u>

Fatima Mir
Asst. Controller - Event Accounting

Kent Burgess
Feld Entertainment



798321

We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
AC/DC
IZOD Center
November 19, 2008

Gross Ticket Sales Revenue	\$1,451,421.50	
Less: NJ Sales Tax	<u>95,643.71</u>	
Revenue Subject to License Fee		\$1,355,777.79
Arena License Fee	75,000.00	
Reimbursable Arena Expenses	<u>75,164.24</u>	<u>150,164.24</u>
Due Promoter (Authority)		1,205,613.54
Less: Cash to Promoter	38,500.00	
Receivable	0.00	
Secondary Box Office	31,172.50	
Preliminary Settlement	<u>1,135,431.59</u>	<u>1,205,104.09</u>
Due Promoter (Authority)		<u>\$509.45</u>

Conni Tamburri
Conni Tamburri
Vice President - General Accounting



We Bring the World to New Jersey

698334

Nov 30

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
High School Football Championships
2008**

Gross Ticket Sales Revenue		\$210,636.00
Less:		
Stadium License Fee	\$210,000.00	
Excess Gross Admissions	318.00	
Heated Benches	<u>3,149.83</u>	<u>213,467.83</u>
Due NJSIAA		(2,831.83)
Add:		
Contribution for Production of Programs	20,000.00	
Contribution for Participation	<u>50,000.00</u>	<u>70,000.00</u>
Due NJSIAA		<u>67,168.17</u>

Conni Tamburri

Conni Tamburri
Vice President - General Accounting
fm

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We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

New Jersey Sports & Exposition Authority
 Duke vs. Xavier
 IZOD Center
 December 20, 2008
 Final Settlement

Amounts Due Xavier University			
Appearance Fee		\$80,000.00	
Additional Revenue Due Xavier		\$0.00	
Sponsorship Revenue		\$0.00	<u>\$80,000.00</u>
Amounts Due New Jersey Sports & Exposition Authority			
Xavier Ticket Receivable			<u>\$0.00</u>
Total Due Xavier University			<u>\$80,000.00</u>

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Final Settlement
World Wrestling Entertainment
December 30, 2008
WWE Smackdown

Gross Ticket Sales Revenue		\$462,090.00	
Less: NJ Sales Tax		<u>30,236.22</u>	
Revenue Subject to License Fee			\$431,853.78
Arena License Fee	12.5%	43,185.38	
Extraordinary Arena Expenses		89,614.26	
Reimbursable Arena Expenses		<u>20,000.00</u>	<u>152,799.64</u>
Due Promoter (Authority)			279,054.14
Less: Cash to Promoter		11,660.00	
Aramark Buyout		2,750.00	
Preliminary Settlement		<u>284,188.30</u>	<u>298,598.30</u>
Due Promoter (Authority)			(\$19,544.16)
Add: Facility Fee Due WWE			<u>17,547.20</u>
Due Promoter (Authority)			<u>(\$1,996.96)</u>

Conni Tamburri
Vice President - General Accounting

<u>Order#</u>	<u>Event</u>
699006	Giants Draft Day Apr 25 09
699326	H.S. FOOTBALL KICK OFF CLASSIC SEPT 11
699401	Bamboozle Concert May 2
699520	Gold Cup Soccer 7-26-09
699521	INTERNATIONAL SOCCER GAMES AUG 12
699806	NY Sentinals vs. CA Redwoods 10/29/09
699810	LaCrosse Games Apr 4
699900	Hot 97 Concert 6-7-09
699902	AC/DC Concert 7-31-09
699903	U2 Concert 9-24-09
799001	MONSTER JAM 1/30/2009
799004	Freestyle Motorcross 2/28/09
799008	Disney Live 11/13/09 7pm
799012	Beyonce Rehearsals 6-19-09
799015	J Z Rehearsals Sept 6-9 2009
799051	HS BASKETBALL 3/23/09
799301	Nickelback Concert 3/6/09
799302	Fleetwood Mac Concert 3/21/09
799303	Dave Matthews Band 4/15/09 7pm
799304	The Dead 4/28/09
799306	IL Divo 5/9/09 7:30pm
799308	Bruce Springsteen 5/21/09
799310	Eric Clapton & Steve Winwood 6/10/09 8PM
799311	Jonas Brothers 7/14/09 7:30PM
799313	Z100 Zootopia 7:30pm
799314	KINGS OF LEON 9/12/09 8:00pm
799315	BEYONCE CONCERT 7-24-09
799316	POWER 105 POWERHOUSE 105 7:30P
799317	ANDREA BOCELLI 12/05/09 8p
799318	STAR WARS CONCERT 11/20 7:30pm
799319	TRANS-SIBIRIAN ORCHESTRA 12/12/09 8p
799351	Doo Wop 20th Anniversary Reunion 6/13 7P
799701	SESAME STREET 9/17/09 10:30AM
799726	Disney on Ice "Disneyland Adv." 1/21/09
799736	Disney on Ice Celebrations 11/24 7:30pm
799751	Ringling Bros. Circus 3/11/09
799776	Harlem Globetrotters 2/14/09
799781	Stars on Ice 3/28/09
799800	WWE SMACKDOWN/ECW 12/29 6:45P
799826	Berkeley Graduation 4/24/09
799827	Seton Hall Graduation 5/11/09
799828	New Jersey City Graduation 5/12/09
799829	BCCC Graduation 5/14/09 10am
799830	FDU Graduation 5/19/09
799831	UMDNJ Graduation 5/20/09
799832	Montclair Graduation 5/22/09
799833	Paramus HS Graduation 6/1/09
799901	THE WIGGLES 6:30 PM 8/19/09

25-Jan-09

Final Settlement
Disney on Ice
"Disneyland Adventure"
January 21st - January 25th, 2009

Gross Ticket Sales Revenue	\$902,194.75
Less: New Jersey Sales Tax	(59,022.09)
Less: Ticketmaster Auction Fee	0.00
Add: Special Seating (179 seats x 10 shows x \$32.50)	<u>58,175.00</u>
Total Gross Ticket Sales Revenue	\$901,347.66

Less:

Advertising	214,828.20	
Group Sales Commissions	9,282.80	
Credit Card Commissions	18,595.34	
Food Coupons	2,869.00	
Royalties	<u>108,161.72</u>	<u>353,737.06</u>

Adjusted Gross Receipts **\$547,610.60**

Ringling Bros. Share (See Attached Schedule) \$328,566.36

Add:

Advertising	214,828.20	
Traveling Stagehands	16,026.86	
Taped Narration & Musical Accompanime	2,000.00	
ASCAP	1,625.00	
Royalties	108,161.72	
Spotlight Gels	240.00	
Pyro Permits	<u>2,500.00</u>	<u>345,381.78</u>

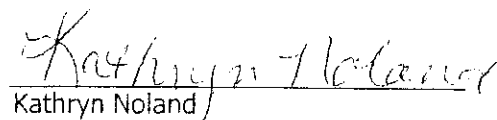
Due Ringling Brothers (Authority) \$673,948.14

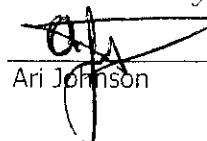
Less:

Advertising Expenses paid by NJSEA	13,189.45	
Telephones & T1 Line	350.00	
Aramark Bills	<u>1,400.32</u>	<u>14,939.77</u>

Total Due Ringling Brothers **\$659,008.39**


Fatima Mir
New Jersey Sports and Exposition
Authority


Kathryn Noland


Ari Johnson



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Meadowlands Racetrack
Giants Stadium
IZOD Center
Morning Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
Monster Jam
January 30 & 31, 2009**

Gross Ticket Sales Revenue - Event	\$375,890.50	
Gross Ticket Sales Revenue - Pit Party	\$19,060.00	
Less: NJ Sales Tax	<u>(25,837.88)</u>	
Revenue Subject to License Fee		\$369,112.62
Arena Licensee Fee	55,366.89	
Reimbursable Arena Expenses	<u>19,409.96</u>	<u>74,776.85</u>
Due Promoter (Authority)		294,335.76
Less: Cash to Promoter	7,750.00	
Ticket Sales By Promoter	120.00	
Preliminary Settlement	<u>284,162.16</u>	<u>292,032.16</u>
Due Promoter (Authority)		<u>\$2,303.60</u>

Fatima Mir
New Jersey Sports & Exposition Authority

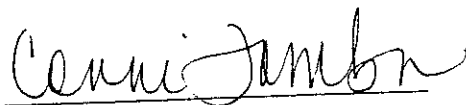


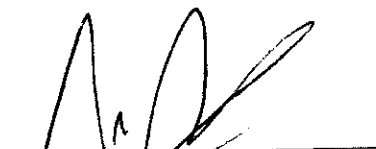
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Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

New Jersey Sports & Exposition Authority
Preliminary Settlement
Harlem Globetrotters
February 14th & 16th, 2009


Gross Ticket Sales Revenue - February 14th	\$212,067.50	
Facility Fee - February 14th	\$16,791.00	
Tickets Now - February 14th	\$2,670.70	
Gross Ticket Sales Revenue - February 16th	\$180,867.00	
Facility Fee - February 16th	\$17,394.00	
Tickets Now - February 16th	\$642.60	
	<u>0.00</u>	\$430,432.80
		<u>\$28,159.16</u>
Less: NJ Sales Tax (7%)		
		\$402,273.64
Net Ticket Sales Revenue		
	\$0.00	
Magic Circle Promotion Item	\$0.00	<u>0.00</u>
Net Sponsorship Proceeds		
		\$402,273.64
Net Proceeds		
Less: Advertising	73,719.62	
Ticket Commissions	1,862.67	
Plum Commission	2,312.85	
Spotlight Rental	0.00	
Spot Operators	<u>907.00</u>	<u>78,802.14</u>
		<u>323,471.51</u>
Amount Subject To Split		
		194,082.90
AMOUNT DUE HARLEM GLOBETROTTERS - 60%		
Add: Publicity Expense paid to Globetrotters	2,938.28	
Advertising Expenses Due MSG/Nassau/Prudential	<u>31,387.19</u>	<u>34,325.47</u>
		228,408.37
AMOUNT DUE HARLEM GLOBETROTTERS		
Less: Advertising Expenses Due IZOD Center	34,853.86	
Ticket Receivable - K. Bird	0.00	
Cash	3,000.00	
Tickets Now	3,313.30	
Military Ticket Receivable	<u>525.00</u>	<u>41,692.16</u>
		<u>186,716.21</u>
AMOUNT DUE HARLEM GLOBETROTTERS		

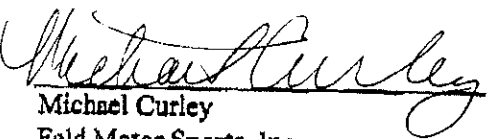

Conni Tamburri
Vice President - General Accounting


Harlem Globetrotters

**Preliminary Settlement
Freestyle Motocross
February 28, 2009**

Gross Ticket Sales Revenue - Event		\$234,080.00	
Gross Ticket Sales Revenue - Pit Party		\$0.00	
Less: NJ Sales Tax		<u>(15,313.64)</u>	
Revenue Subject to License Fee			\$218,766.36
Arena Licensee Fee	20.0%	43,753.00	
Reimbursable Arena Expenses		<u>6,874.80</u>	<u>50,627.80</u>
Due Promoter (Authority)			168,138.56
Less: Cash to Promoter		1,800.00	
Ticket Sales By Promoter		0.00	
Contingency		<u>0.00</u>	<u>1,800.00</u>
Due Promoter (Authority)			<u>\$166,338.56</u>


 Fatima Mir
 New Jersey Sports and Exposition Authority


 Michael Curley
 Feld Motor Sports, Inc.



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Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Preliminary Settlement
Nickelback
"Dark Horse Tour 2009"
March 6, 2009

Gross Ticket Sales Revenue	\$894,712.72	
Less: NJ Sales Tax	59,747.86	
Revenue Subject to License Fee		\$834,964.86
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	55,650.86	135,650.86
Due Promoter (Authority)		699,314.00
Less: Cash to Promoter	50,000.00	
Receivable - K-Type	0.00	
Secondary Box Office	37,050.00	
Contingency	0.00	87,050.00
Due Promoter (Authority)		<u>\$612,264.00</u>

Conni Tamburri
Vice President - General Accounting

Wayne T. Goldberg
Live Nation



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Giants Stadium
IZOD Center
Moxmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Preliminary Settlement
Fleetwood Mac
"Unleashed: Hits Tour 2009"
March 21, 2009


Gross Ticket Sales Revenue	\$1,277,091.50	
Less: NJ Sales Tax	<u>84,439.40</u>	
Revenue Subject to License Fee		\$1,192,652.10
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>57,372.74</u>	<u>137,372.74</u>
Due Promoter (Authority)		1,055,279.36
Less: Cash to Promoter	1,250.00	
Receivable - K-Type	0.00	
Secondary Box Office	8,671.00	
Contingency	<u>0.00</u>	<u>9,921.00</u>
Due Promoter (Authority)		<u>\$1,045,358.36</u>

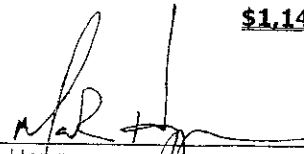
Conni Tamburri
Vice President - General Accounting

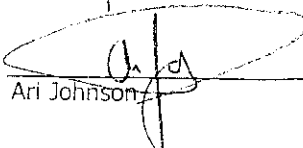
Wayne T. Goldberg
Live Nation

Final Settlement
Ringling Brothers and Barnum and Bailey Circus
March 11 - 15, 2009

Gross Ticket Sales	\$1,589,399.40		
Auction Proceeds	<u>\$0.00</u>	\$1,589,399.40	
Less: NJ Sales Tax - 7%		<u>103,979.40</u>	\$1,485,420.00
Add: Special Seating (179 x \$22.50 x 10)			<u>40,275.00</u>
Total Gross Ticket Sales			1,525,695.00
Advertising		366,066.37	
Group Sales Commissions		20,302.20	
Credit Card Commissions		32,481.56	
American Recreation Military Services		2,775.50	
Food Coupon-STAR (\$4.75)		12,307.25	
Premium Items - Celebrity Seating		<u>0.00</u>	<u>433,932.88</u>
Gross Receipts Subject to Split			<u>1,091,762.12</u>
1,000,000.00 @ 70%	700,000.00		
91,762.12 @ 80%	73,409.70		
0.00 @ 86%	<u>0.00</u>		
Feld Entertainment Share			773,409.70
Add: Advertising	366,066.37		
ASCAP	1,625.00		
Musicians	13,947.04		
Spotlight Gels	115.00		
American Recreation Military Services	2,775.50		
Hebrew National Sponsorship	25,500.00		
Pyro	<u>2,500.00</u>		<u>412,528.91</u>
Feld Entertainment Share			1,185,938.61
Less: Ticket Receivable	0.00		
Stagehands - Riggers	11,022.00		
Advertising paid by NJSEA	28,830.27		
Telephones & T1	<u>400.00</u>		<u>40,252.27</u>
Total Due Feld Entertainment, Inc.			<u>\$1,145,686.34</u>


 Fatima Mir
 NJ Sports and Exposition Authority


 Mark Herigge


 Ari Johnson



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Meadowlands Racetrack
Giants Stadium
IZOD Center
Morrimouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
2009 High School Basketball Tournament
March 23, 2009

Guaranteed Amount to NJSIAA	\$30,000.00
Less: Removal of Excess Game Program	<u>\$200.00</u>
Due NJSIAA	<u>\$29,800.00</u>

A handwritten signature in cursive script, reading "Conni Tamburri", is written over a horizontal line.

Conni Tamburri
Vice President-General Accounting
fm

**Final Settlement
2009 Stars on Ice
March 28, 2009**

Gross Ticket Sales			\$119,326.00
Less: New Jersey Sales Tax (7%)			<u>\$7,806.37</u>
Net Ticket Sales Subject to License Fee			\$111,519.63
Less: NJSEA Percentage of Proceeds			
\$0 - \$450,000	40%	\$44,607.85	
\$450,001 - \$600,000	35%	\$0.00	
Excess of \$600,000	30%	<u>\$0.00</u>	<u>\$44,607.85</u>
Total Due Stars on Ice			\$66,911.78
Less:			
Aramark Bills		\$4,815.77	
Credit Card Fees		\$710.09	
T1 Line		<u>\$250.00</u>	<u>\$5,775.86</u>
Total Due Stars on Ice			\$61,135.91
Add:			
Advertising Expenses due		\$6,300.00	
Event Sponsorship		<u>\$0.00</u>	<u>\$6,300.00</u>
Total Due Stars on Ice			<u>\$67,435.91</u>

Conni Tamburri
Vice President - Event Accounting

David Sutton
International Merchandising Corporation

699810

**Final Settlement
Big City Lacrosse
Giants Stadium
April 4, 2009**

Gross Ticket Sales Revenue	\$400,237.50	
Less: NJ Sales Tax (7%)	<u>26,183.76</u>	
Revenue Subject to License Fee		\$374,053.74
Stadium Impost (\$.50 per ticket sold)	8,724.50	
Ticket Sales by Promoter	11,400.00	
Reimbursable Stadium Expenses (Flat \$105,000)	105,000.00	
Preliminary Settlement	0.00	
Extraordinary Items	<u>50,584.72</u>	<u>175,709.22</u>
Due Promoter (Authority)		198,344.51
Add: Lacrosse Magazine	30.00	
Advance Deposit	<u>5,000.00</u>	<u>5,030.00</u>
Due Promoter (Authority)		\$203,374.51



Conni Tamburri
Asst. Vice President - Event Accounting




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Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Dave Matthews Band
April 15, 2009

Gross Ticket Sales Revenue	\$1,173,237.00	
Less: NJ Sales Tax	<u>77,157.07</u>	
Revenue Subject to License Fee		\$1,096,079.93
Arena License Fee	75,000.00	
Reimbursable Arena Expenses	<u>64,990.22</u>	<u>139,990.22</u>
Due Promoter (Authority)		956,089.70
Less: Cash to Promoter	25,000.00	
Receivable - L-Type	405,510.00	
Receivable - B-Type	21,000.00	
Receivable - N-Type	3,220.00	
Secondary Box Office	16,380.00	
Preliminary Settlement	<u>487,011.57</u>	<u>958,121.57</u>
Due Promoter (Authority)		<u>(\$2,031.87)</u>



Conni Tamburri
Vice President - General Accounting



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Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Berkeley College Graduation
April 24, 2009

Advance Deposits by Berkeley College		\$35,000.00
Less:		
Arena License Fee	\$10,000.00	
Reimbursable Arena Expenses (See Attached)	<u>26,655.39</u>	<u>36,655.39</u>
Total Due Berkeley College/(Authority)		<u>(\$1,655.39)</u>

Conni Tamburri

Conni Tamburri
Vice President-Event Accounting
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699006

**Final Settlement
Giants Draft Day Party
April 25, 2009**

Gross Ticket Sales Revenue	\$100,370.00	
Less: NJ Sales Tax	<u>6,566.00</u>	
Revenue Subject to License Fee		\$93,804.00
Ticketmaster Fees (\$3.50 per ticket)	10,675.00	
Reimbursable Stadium Expenses	<u>28,734.91</u>	<u>39,409.91</u>
Due Giants / (Authority)		54,394.09
Less: Ticket Sales By Giants	<u>27,250.00</u>	<u>27,250.00</u>
Due Giants / (Authority)		27,144.09
Add: NJ Sales Tax*		<u>6,566.00</u>
Due Giants / (Authority)		<u>\$33,710.09</u>

*Applicable Sales Tax should be paid by the New York Giants.

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Vice President - General Accounting
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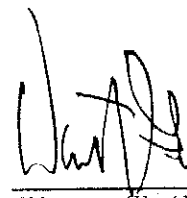
Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Preliminary Settlement
An Evening With
"The Dead"
April 28 & 29, 2009

Gross Ticket Sales Revenue	\$1,919,570.00	
Less: NJ Sales Tax	<u>129,023.74</u>	
Revenue Subject to License Fee		\$1,790,546.26
Arena License Fee	145,000.00	
Reimbursable Arena Expenses	<u>48,924.86</u>	<u>193,924.86</u>
Due Promoter (Authority)		1,596,621.41
Less: Cash to Promoter	7,000.00	
Receivable - M-Type	658,462.00	
Receivable - T-Type	15,582.00	
Secondary Box Office	58,604.00	
Contingency	<u>0.00</u>	<u>739,648.00</u>
Due Promoter (Authority)		<u>\$856,973.41</u>



 Conni Tamburri
 Vice President - General Accounting

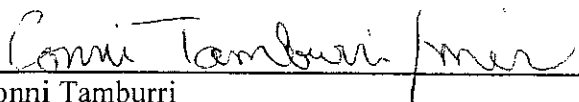


 Wayne T. Goldberg
 Live Nation

699401

**Final Settlement
The Bamboozle Festival
May 1 - 3, 2009**

Gross Ticket Sales Revenue	\$3,857,502.00	
Less: NJ Sales Tax	<u>252,359.94</u>	
Revenue Subject to License Fee		\$3,605,142.06
Stadium Licensee Fee	60,000.00	
Reimbursable Stadium Expenses	<u>572,893.46</u>	<u>632,893.46</u>
Due Promoter (Authority)		2,972,248.60
Less: Cash	26,500.00	
Secondary Box Office	49,920.00	
Gold Ticket F&B Voucher (720 @ \$7.50)	5,400.00	
Aramark Buyout	40,000.00	
Preliminary Settlement	<u>3,025,131.63</u>	<u>3,146,951.63</u>
Add: Parking Revenues (14,043 cars @ \$7.01)	98,441.43	
Facility Fee (\$1.40 per ticket sold)	101,505.14	
Attendance Bonus (\$2.50 per person over 68,133)	2,380.00	
Aramark Sponsorship	50,000.00	
Cleaning Cost Credit	<u>29,336.29</u>	<u>281,662.86</u>
Due Promoter (Authority)		<u>\$106,959.83</u>


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Vice President - General Accounting
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Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
II Divo
The Theater at IZOD Center
May 9, 2009

Gross Ticket Sales Revenue	\$557,325.32	
Less: NJ Sales Tax	<u>36,460.53</u>	
Revenue Subject to License Fee		\$520,864.79
Arena License Fee	57,500.00	
Reimbursable Arena Expenses	<u>51,223.31</u>	<u>108,723.31</u>
Due Promoter (Authority)		412,141.47
Less: Cash to Promoter	1,300.00	
Ticket Receivable	0.00	
Secondary Box Office	0.00	
Preliminary Settlement	<u>412,876.95</u>	<u>414,176.95</u>
Due Promoter (Authority)		(\$2,035.48)
Add: Ticket Service Fees - Band/Act	270.00	
	<u>0.00</u>	<u>270.00</u>
Due Promoter (Authority)		<u>(\$1,765.48)</u>

Conni Tamburri

Conni Tamburri
Vice President - General Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Seton Hall University Graduation
May 11, 2009

Arena Licensee Fee	\$20,000.00
Reimbursable Arena Expenses	<u>\$32,286.47</u>
Due Authority	\$52,286.47
Less: Payment by Seton Hall University	<u>50,000.00</u>
Due Authority/(Seton Hall)	<u>\$2,286.47</u>

Conni Tamburri
Vice President-General Accounting
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We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
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- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
NJ City Graduation
May 12, 2009**

Arena Licensee Fee	\$20,000.00
Reimbursable Arena Expenses	<u>29,348.18</u>

Due Authority	\$49,348.18
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Less: Payment by NJ City	<u>45,000.00</u>
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Due Authority	<u>\$4,348.18</u>
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Conni Tamburri
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 Vice President-General Accounting
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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Mornington Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
Bergen Community College Graduation
May 14, 2009**

Advance Deposits by Bergen Community College		\$40,000.00
Less:		
Arena License Fee	\$10,000.00	
Reimbursable Arena Expenses (See Attached)	<u>27,583.11</u>	<u>37,583.11</u>
Total Due Bergen Community College/(Authority)		<u>\$2,416.89</u>

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Vice President-Event Accounting

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We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Morrmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Preliminary Settlement
 Zootopia
 May 16, 2009

Gross Ticket Sales Revenue	\$751,619.00	
Less: NJ Sales Tax	<u>49,165.75</u>	
Revenue Subject to License Fee		\$702,453.25
Arena License Fee	90,000.00	
Reimbursable Arena Expenses	<u>54,588.71</u>	<u>144,588.71</u>
Due Promoter (Authority)		557,864.54
Less: Cash to Promoter	0.00	
Ticket Receivable	0.00	
Secondary Box Office	0.00	
Contingency	<u>0.00</u>	<u>0.00</u>
Due Promoter (Authority)		\$557,864.54
Add: Ticket Service Fees - Band/Act	0.00	
	<u>0.00</u>	<u>0.00</u>
Due Promoter (Authority)		<u>\$557,864.54</u>

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 Vice President - General Accounting

Wayne T. Goldberg
 Wayne T. Goldberg
 Live Nation Worldwide



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Fairleigh Dickinson University Graduation
May 19, 2009

Arena License Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>31,125.75</u>	
Due Authority		51,125.75
Less: Payment by Fairleigh Dickinson University		<u>20,000.00</u>
Due Authority		<u>\$31,125.75</u>

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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
UMDNJ Graduation
May 20, 2009

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>27,675.28</u>	
Due Authority		\$47,675.28
Less: Payment by UMDNJ		<u>45,000.00</u>
Due Authority		<u>\$2,675.28</u>

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We Bring the World to New Jersey

Meadowlands Racetrack
 Giants Stadium
 IZOD Center
 Monmouth Park Racetrack
 Boardwalk Hall
 Atlantic City Convention Center
 The Wildwoods Convention Center

Preliminary Settlement
Bruce Springsteen & The E Street Band
 IZOD Center
 May 21 & 22, 2009

Gross Ticket Sales Revenue	0.00	\$3,559,260.00
Less: New Jersey Sales Tax		<u>232,666.66</u>
Revenue Subject to License Fee		\$3,326,593.34
Arena License Fee	0.00	
Reimbursable Arena Expenses	<u>442,508.76</u>	<u>442,508.76</u>
Due Thrill Hill Production / (Authority)		2,884,084.58
Less: Cash to Band/Promoter	45,000.00	
Receivable - B-Type	0.00	
Contingency	4,521.18	
Deposit Paid to Creative Artists Agency	<u>1,134,963.40</u>	<u>1,184,484.58</u>
Due Thrill Hill Production / (Authority)		\$1,699,600.00
Add: Expenses paid by Artist	85,400.00	
	0.00	
	<u>0.00</u>	<u>85,400.00</u>
Due Thrill Hill Production / (Authority)		<u>\$1,785,000.00</u>

Conni Tamburri

 Conni Tamburri
 New Jersey Sports & Exposition Authority



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Montclair State University Graduation
May 22, 2009

Arena Licensee Fee	\$20,000.00
Reimbursable Arena Expenses	<u>30,165.80</u>
Due Authority	\$50,165.80
Less: Payment by Montclair State University	<u>20,000.00</u>
Total Due Authority for 2009 Graduation	\$30,165.80
Prior Year Balance Due - 2008	<u>6,993.92</u>
Total Due New Jersey Sports & Exposition Authority	<u>\$37,159.72</u>

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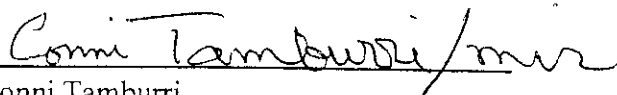


We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Mormouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
Paramus Catholic Graduation
June 1, 2009**

Arena Licensee Fee	\$5,000.00	
Reimbursable Arena Expenses	<u>28,593.73</u>	
Total Due New Jersey Sports & Exposition Authority		\$33,593.73
Less: Payment by Paramus Catholic		<u>30,000.00</u>
Total Due New Jersey Sports & Exposition Authority		<u>\$3,593.73</u>


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Vice President-General Accounting
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699900

**Final Settlement
Hot 97's Summer Jam 2009
June 7, 2009**

Gross Ticket Sales Revenue	\$3,265,250.00	
Less: NJ Sales Tax	<u>213,614.03</u>	
Revenue Subject to License Fee		\$3,051,635.97
Stadium Licensee Fee	205,000.00	
Reimbursable Stadium Expenses	<u>613,042.36</u>	<u>818,042.36</u>
Due Promoter (Authority)		2,233,593.61
Less: Cash to Promoter	100,000.00	
Ticket Sales by Promoter	316,373.00	
VIP Party (Aramark & Parking Passes)	28,800.00	
Preliminary Settlement	1,264,954.97	
Contingency - Ticket Disputes	5,000.00	
Wendy's Frostee Buyout	1,000.00	
Cash Advance to Promoter	<u>500,000.00</u>	<u>2,216,127.97</u>
Due Promoter (Authority)		<u>\$17,465.64</u>

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Vice President - General Accounting



We Bring the World to New Jersey

~~Meadowlands Racetrack~~
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Eric Clapton & Steve Winwood
IZOD Center
June 10, 2009

Gross Ticket Sales Revenue	\$1,718,146.00	
Less: NJ Sales Tax	<u>112,907.38</u>	
Revenue Subject to License Fee		\$1,605,238.62
Arena License Fee	75,000.00	
Reimbursable Arena Expenses	<u>43,504.73</u>	118,504.73
Due Promoter (Authority)		1,486,733.89
Less: Cash to Promoter	500.00	
Ticket Receivable	0.00	
Secondary Box Office	80,300.00	
Preliminary Settlement	<u>1,406,498.31</u>	<u>1,487,298.31</u>
Due Promoter (Authority)		<u>(\$564.42)</u>

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Vice President - General Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Morrmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

New Jersey Sports & Exposition Authority
Final Settlement
Doo Wop Concert
June 13, 2009

Amounts Due Richard Nader:

Excess Gross Admission Revenue	\$20,160.64	
Consulting Fee	<u>\$77,400.00</u>	\$97,560.64

Less Payments made by NJSEA

Prior Payments - May 2009	\$38,700.00	
Ticket Sales by Promoter	\$33,414.00	
Advertising placed by NJSEA	\$1,790.74	
Cash At Settlement	<u>\$22,500.00</u>	<u>\$96,404.74</u>

Total Due Richard Nader Entertainment / (NJSEA) \$1,155.90

Conni Tamburri
Vice President - Event Accounting

**Final Settlement
Beyonce Rehearsals
June 19-20, 2009**

Advance Wire by Beyonce Touring, Inc		\$73,005.00
Less:		
Arena License Fee	\$9,000.00	
Reimbursable Arena Expenses (See Attached)	<u>59,814.03</u>	<u>68,814.03</u>
Total Due Beyonce Touring , Inc/(Authority)		<u>\$4,190.97</u>

Fatima Mir
New Jersey Sports & Exposition Authority



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Mormonouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

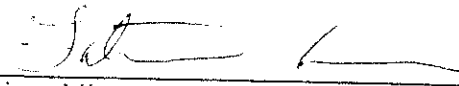
Final Settlement
Jonas Brothers
 IZOD Center
 July 14 & 15, 2009

Gross Ticket Sales Revenue	\$2,421,387.00	
Less: NJ Sales Tax	<u>159,404.46</u>	
Revenue Subject to License Fee		\$2,261,982.54
Arena License Fee	155,000.00	
Reimbursable Arena Expenses	<u>83,824.58</u>	<u>238,824.58</u>
Due Promoter (Authority)		2,023,157.97
Less: Cash to Promoter	24,800.00	
Ticket Receivable	0.00	
Secondary Box Office	252,418.50	
Preliminary Settlement	<u>1,737,573.43</u>	<u>2,014,791.93</u>
Due Promoter (Authority)		8,366.04
Add: Ntype Tickets Bump \$12.50	10,688.00	
	<u>0.00</u>	<u>10,688.00</u>
Due Promoter (Authority)		<u>\$19,054.04</u>


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 Vice President-General Accounting
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Preliminary Settlement
Beyonce
IZOD Center
July 24, 2009

Gross Ticket Sales Revenue	\$943,566.50	
Less: NJ Sales Tax	<u>63,880.66</u>	
Revenue Subject to License Fee		\$879,685.84
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>69,460.03</u>	<u>149,460.03</u>
Due Promoter (Authority)		730,225.81
Less: Cash to Promoter	30,600.00	
Ticket Receivable	8,743.50	
Secondary Box Office	14,397.50	
Contingency	<u>0.00</u>	<u>53,741.00</u>
Due Promoter (Authority)		<u>\$676,484.81</u>
Add: Ticketmaster Platinum Seat	7,271.60	
	<u>0.00</u>	<u>7,271.60</u>
Due Promoter (Authority)		<u>\$683,756.41</u>



Fatima Mir
New Jersey Sports & Exposition Authority



Wayne Goldberg
Live Nation



699520

We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**New Jersey Sports and Exposition Authority
CONCACAF Gold Cup
July 26, 2009
Final Settlement**

Gross Ticket Sales

Ticketmaster Sales		1,709,090.00
New York Red Bulls		566,960.00
Box Office Sales		<u>559,685.00</u>
Total Gross Ticket Sales		2,835,735.00

Less: Sales tax (7%)	185,515.37	
Sales tax paid by Red Bull NY	<u>(37,090.84)</u>	148,424.53
Due Promoter (Authority)		2,687,310.47

Less:

Stadium License Fee & Impost - 7/24/09	137,100.50	
Reimbursable Stadium Expenses	203,552.79	
Soccer United Marketing	30,000.00	
Account Receivable - Red Bulls Sec. B.O.	566,960.00	
	<u>0.00</u>	<u>937,613.29</u>

Due Promoter (Authority)		1,749,697.18
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Add:

Grass Field Expense Due SUM	72,908.59	
Concession Participation (30%)	52,375.08	
Parking Participation (20% of gross)	<u>43,943.98</u>	<u>169,227.64</u>

Due Promoter (Authority)		<u>\$1,918,924.82</u>
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Conni Tamburri
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Vice President - Event Accounting
FM

Dustin
Dustin
Soccer United Marketing, LLC



699902

We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Morrmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
AC/DC
July 31, 2009**

Gross Ticket Sales Revenue	\$3,133,383.00	
Less: NJ Sales Tax	<u>208,449.85</u>	
Revenue Subject to License Fee		\$2,924,933.15
Stadium Licensee Fee	1.00	
Reimbursable Stadium Expenses	<u>615,866.72</u>	<u>615,867.72</u>
Due Promoter (Authority)		2,309,065.43
Less: Cash to Promoter	112,000.00	
Ticket Sales by Promoter	67,710.00	
Preliminary Settlement	<u>1,936,224.51</u>	<u>2,115,934.51</u>
Due Promoter (Authority)		193,130.92
Add: Additional Ticketmaster Convenience Charge	<u>81,584.00</u>	<u>81,584.00</u>
Due Promoter (Authority)		<u>\$274,714.92</u>

Conni Tamburri
 Conni Tamburri
 Vice President - General Accounting
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699521

We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

New Jersey Sports and Exposition Authority
Colombia vs Venezuela and Ecuador vs Jamaica
August 12, 2009
Final Settlement

Gross Ticket Sales

Ticketmaster Sales		266,970.00
Box Office Sales		<u>605,485.00</u>
Total Gross Ticket Sales		872,455.00

Less: Sales tax (7%)	<u>57,076.50</u>	<u>57,076.50</u>
Due Promoter (Authority)		815,378.50

Less:

Stadium License Fee & Impost - 8/12/09	85,146.38	
Reimbursable Stadium Expenses	148,296.19	
Soccer United Marketing	20,000.00	
Account Receivable -	100.00	
Account Receivable - 10% Commission	<u>27,288.50</u>	<u>280,831.07</u>

Due Promoter (Authority)		534,547.44
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Add:

Concession Participation (30%)	11,644.15	
Parking Participation (20% of gross)	<u>14,336.74</u>	<u>25,980.88</u>

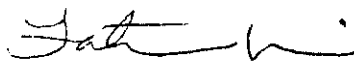
Due Promoter (Authority)		<u>\$560,528.32</u>
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 Vice President - Event Accounting
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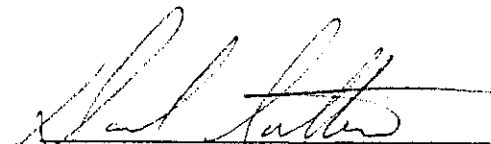
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 Court Jeske
 Soccer United Marketing, LLC

**Preliminary Settlement
The Wiggles - Live!
"Go Bananas!"
August 19th - 20th, 2009**

Gross Ticket Sales		\$323,299.50
Less: Sales Tax		<u>\$21,150.43</u>
Net Ticket Sales		\$302,149.07
 Add: Event Sponsorship	 <u>\$0.00</u>	 <u>\$0.00</u>
 Total Revenue Subject to Split		 \$302,149.07
 Less: Advertising	 \$54,767.59	
Credit Card Commissions	\$430.38	
Group Sales Commissions	<u>\$683.08</u>	<u>\$55,881.06</u>
 Balance Subject To Split		 <u>\$246,268.01</u>
 Wiggles Live, USA, Inc. Share		 \$160,074.20
 Less: Aramark Invoices	 \$10,197.97	
Cash to Licensee	\$5,000.00	
Advertising Expense due NJSEA	<u>\$0.00</u>	<u>\$15,197.97</u>
 Total Due Wiggles Live / (Authority)		 \$144,876.23
 Add: Advertising Expenses to be submitted to Nassau	 \$8,172.88	
Advertising Expenses paid by wiggles	<u>\$3,342.95</u>	<u>\$11,515.83</u>
 Total Due Wiggles Live / (Authority)		 <u>\$156,392.06</u>



Fatima Mir
New Jersey Sports & Exposition Authority



David Sutton
The Wiggles Live USA, Inc.

Final Settlement
Jay Z Rehearsals
IZOD Center
September 6-10, 2009

Advance Deposit by Live Nation Worldwide, Inc.	\$81,629.00	
Deposit Subject to License Fee		\$81,629.00
Arena License Fee	18,000.00	
Reimbursable Arena Expenses	<u>56,226.80</u>	<u>74,226.80</u>
Due Promoter (Authority)		<u>\$7,402.20</u>

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Vice President-General Accounting
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9/11

We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Morrmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
High School Kickoff Classic
2009**

Gross Ticket Sales Revenue		\$57,666.00
Less: Stadium License Fee	\$50,000.00	
Excess Gross Admissions ^(1/3 of GTS above \$50,000)	<u>2,555.31</u>	<u>52,555.31</u>
Due Bergen Catholic and St. Joseph Regional High School		5,110.69
Due Bergen Catholic^(1/3 of GTS above \$50,000)		<u>2,555.35</u>
Due St. Joseph Regional High School^(1/3 of GTS above \$50,000)		<u>2,555.35</u>

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Vice President - General Accounting
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We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Kings of Leon
IZOD Center
September 12, 2009

Gross Ticket Sales Revenue	\$694,591.50	
Less: NJ Sales Tax	<u>45,396.59</u>	
Revenue Subject to License Fee		\$649,194.91
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>42,337.56</u>	<u>122,337.56</u>
Due Promoter (Authority)		526,857.35
Less: Cash to Promoter	25,000.00	
Ticket Receivable	35,343.00	
Secondary Box Office	0.00	
Preliminary Settlement	<u>464,500.95</u>	<u>524,843.95</u>
Due Promoter (Authority)		<u>\$2,013.40</u>
Add: Suites Tickets Sold (\$3*162 tickets)	486.00	
Arena Correction	<u>1,778.00</u>	2,264.00
Due Promoter (Authority)		<u>\$4,277.40</u>

Conni Tamburri

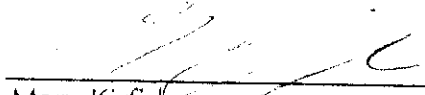
Conni Tamburri
Vice President-General Accounting
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Final Settlement
Sesame Street Live's
"1-2-3 Imagine! With Elmo & Friends"
September 17 - 19, 2009

Gross Ticket Sales		\$266,179.00
Less: Sales Tax		<u>\$17,417.15</u>
Net Ticket Sales		\$248,761.85
Add:		
Suite Seat Relocations (100 x \$19)	\$1,900.00	
Event Sponsorship	<u>\$2,000.00</u>	<u>\$3,900.00</u>
 Total Revenue Subject to Split		 \$252,661.85
Less:		
Advertising	\$ 64,873.38	
Credit Card Commissions	\$569.37	
Royalties (5%)	<u>\$12,533.09</u>	<u>\$77,975.84</u>
 Balance Subject To Split		 <u>\$174,686.01</u>
 Vee Corporation Share (60%)		 \$104,811.60
Add:		
Advertising	\$ 8,985.12	
Advertising invoices	\$ 12,675.00	
Royalties Due Vee Corporation	\$12,533.09	
Stagehand Labor due Vee	<u>\$5,603.00</u>	<u>\$39,796.21</u>
 Total Due Vee Corporation (Authority)		 <u>\$144,607.82</u>



 Fatima Mir
 New Jersey Sports & Exposition Authority



 Mary Kirfides
 Vee Corporation




We Bring the World to New Jersey

699903

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Revised Preliminary Settlement
U2
 Giants Stadium
 September 23 & 24, 2009

Gross Ticket Sales Revenue		
Gross Ticket Sales - 9/23/09	\$7,715,356.74	
Gross Ticket Sales - 9/24/09	\$8,744,963.32	
Less: NJ Sales Tax	<u>(1,076,843.37)</u>	
 Revenue Subject to License Fee		 \$15,383,476.69
 Stadium Licensee Fee	 252,500.00	
Reimbursable Stadium Expenses	<u>575,169.02</u>	<u>827,669.02</u>
 Due Promoter (Authority)		 14,555,807.67
Less Cash to Promoter/Band	90,000.00	
Band Ticket Receivable - B-TYPE	656,685.00	
Band Ticket Receivable - K-TYPE	291,807.00	
VIP Party	49,783.80	
Preliminary Settlement	<u>13,668,688.37</u>	<u>14,756,964.17</u>
 Due Promoter (Authority)		 (\$201,156.50)
Add: NJSEA Facility Fee (50%)	224,165.89	
Band Service Charges	62,967.00	
VIP Party	0.00	
	<u>0.00</u>	<u>\$287,132.89</u>
 Due Promoter (Authority)		 <u>\$85,976.39</u>



 Conni Tamburri
 Vice President - General Accounting
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We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Powerhouse 105
 October 27, 2009

Gross Ticket Sales Revenue		\$479,281.50
Less: New Jersey Sales Tax		<u>31,355.90</u>
Revenue Subject to License Fee		\$447,925.60
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>42,355.57</u>	<u>122,355.57</u>
Due Promoter (Authority)		325,570.03
Less: Cash to Promoter	25,000.00	
Secondary Box Office	0.00	
Consignment Tickets	4,728.00	
Revised Preliminary Settlement	12,500.00	
Preliminary Settlement	<u>284,421.23</u>	<u>326,649.23</u>
Due Promoter (Authority)		<u>(1,079.20)</u>

Conni Tamburri
 Conni Tamburri
 VP - General Accounting



We Bring the World to New Jersey

699806

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
United Football League
October 29, 2009**

Gross Ticket Sales Revenue	\$22,145.00	
Less: Facility Fee Impost	\$910.00	
Less: NJ Sales Tax	<u>1,448.74</u>	
Revenue Subject to License Fee		\$19,786.26
Stadium Licensee Fee	25,000.00	
Reimbursable Stadium Expenses	<u>79,390.03</u>	<u>104,390.03</u>
Due Promoter (Authority)		(84,603.76)
Less: UFL-Account Receivable	800.00	
Extraordinary Expenses	3,308.98	
Concession Participation Due NY Giants & NY Je	7,589.04	
Parking Participation Due NY Giants & NY Jets	<u>2,453.53</u>	<u>14,151.55</u>
Due Promoter (Authority)		(98,755.32)
Add: Advance Deposit by UFL	125,000.00	
Ticket Bump .50 cents	<u>187.50</u>	<u>125,187.50</u>
Due Promoter (Authority)		<u>\$26,432.18</u>

Conni Tamburri
Conni Tamburri
Vice President - General Accounting
fm



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Disney Live!
Produced by Feld Entertainment
November 13th & 14th, 2009

Gross Ticket Sales		\$215,256.60
Less: Sales Tax		<u>\$14,082.21</u>
Net Ticket Sales		\$201,174.39
Add: Suite Seat Relocations (120 x \$25)		<u>\$3,000.00</u>
Total Revenue Subject to Split		\$204,174.39
Less: Advertising	\$20,500.64	
Creative Costs	\$3,000.00	
Group Sales Commissions	\$1,187.45	
Credit Card Commissions	\$5,043.86	
Royalties (15%)	<u>\$30,626.16</u>	<u>\$60,358.11</u>
Balance Subject To Split		<u>\$143,816.28</u>
Amounts Due Feld Entertainment		\$86,289.77
Add: Advertising	\$20,500.64	
Creative Costs	\$3,000.00	
Royalties Due Feld Entertainment	\$30,626.16	
Commission for Sponsorship	\$0.00	
Traveling Stagehands	<u>\$5,703.74</u>	<u>\$59,830.54</u>
Total Due Feld Entertainment (Authority)		<u>\$146,120.31</u>
Less: Catering - Kevoo	\$4,331.36	
Flyer Handout	<u>\$105.00</u>	<u>\$4,436.36</u>
Total Due Feld Entertainment (Authority)		<u>\$141,683.95</u>

Conni Tamburri
VP - General Accounting

Kent Burgess
Feld Entertainment

**Final Settlement
Star Wars: In Concert
November 20, 2009**

Gross Ticket Sales	\$688,262.56
Less: Sales Tax	<u>\$45,026.52</u>
Net Ticket Sales	\$643,236.04

Less: Advertising	\$98,008.88	
Credit Card Commissions	\$1,522.64	
Insurance (\$.55 per head)	\$6,145.70	
Royalties (14%)	<u>\$90,053.05</u>	<u>\$195,730.26</u>

Balance Subject To Split	<u>\$447,505.77</u>
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Amount Due Star Wars

70% of NBOR up to	\$431,619.67	\$302,133.77	
90% of NBOR above	\$431,619.67	<u>\$14,297.50</u>	\$316,431.26

Add: Royalties	\$90,053.05	
Catering	\$9,500.00	
Insurance	\$6,145.70	
Warner Chapel Cost	<u>\$500.00</u>	\$106,198.75

Less: Preliminary Settlement	\$422,576.28	
Greg Miller Cash-Settlement	\$970.00	<u>\$423,546.28</u>

Total Due	<u>(\$916.27)</u>
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Conni Tamburri
VP - General Accounting

Greg Miller (970) ←

Email (900) 1st sheet

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316 771 26

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We Bring the World to New Jersey

Meadowlands Racetrack
Glenn Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

29-Nov-09

Final Settlement
Disney on Ice
Celebrations
November 24th - November 29th, 2009

Gross Ticket Sales Revenue \$1,286,250.25
Less: New Jersey Sales Tax (84,147.21)
Less: Ticketmaster Auction Fee 0.00
Add: Special Seating (128 seats x 12 shows x \$32.50) 49,920.00

Total Gross Ticket Sales Revenue \$1,252,023.04

Less:

Advertising 300,232.40
Group Sales Commissions 10,016.63
Credit Card Commissions 28,797.94
Royalties 150,242.76 489,289.73

Adjusted Gross Receipts \$762,733.30

Ringling Bros. Share (See Attached Schedule) \$457,639.98

Add:

Advertising 300,232.40
Traveling Stagehands 20,286.18
Taped Narration & Musical Accompaniment 2,400.00
ASCAP 1,950.00
Royalties 150,242.76
Group Sales Brochure 0.00
Spotlight Gels 0.00
Pyro Permits 2,900.00 478,011.34

Due Ringling Brothers (Authority) \$935,651.32

Less:

Advertising Expenses paid by NJSEA 569.48
GMA Shoot Due NJSEA 4,971.00
Telephones & T1 Line 500.00
Spot Light Cost - Split with Feld 0.00
Aramark Bills 4,222.35 10,262.83

Total Due Ringling Brothers \$925,388.50

Conni Tamburri
New Jersey Sports and Exposition
Authority

Michael Heselmeier

Ari Johnson

Final Settlement
Andrea Bocelli
IZOD Center
December 5, 2009

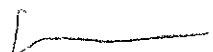
Gross Ticket Sales Revenue	\$1,721,083.00	
Less: NJ Sales Tax	<u>0.00</u>	
Revenue Subject to License Fee		\$1,721,083.00
Arena License Fee	40,000.00	
Reimbursable Arena Expenses	<u>197,590.18</u>	<u>237,590.18</u>
Due Promoter (Authority)		1,483,492.82
Less: Cash to Promoter	0.00	
Secondary Box Office	0.00	
Preliminary Settlement	395,256.88	
Cash Advance Payment	<u>1,100,000.00</u>	<u>1,495,256.88</u>
Due Promoter (Authority)		(11,764.06)
Add: Facility Fee Due		<u>10,617.76</u>
Due Promoter / (Authority)		<u>(1,146.31)</u>

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Vice President-General Accounting
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Conni
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We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Trans-Siberian Orchestra Concert
 Winter Tour 2009
 December 12, 2009

Gross Ticket Sales Revenue	\$1,255,191.00	
Less: NJ Sales Tax	<u>82,074.53</u>	
Revenue Subject to License Fee		\$1,173,116.47
Arena License Fee	120,000.00	
Reimbursable Arena Expenses	<u>73,124.06</u>	193,124.06
Due Promoter (Authority)		979,992.41
Less: Cash to Promoter	6,000.00	
Receivable - K-type	1,944.00	
Receivable - B-type	31,812.00	
Preliminary Settlement	841,302.45	
Advance Deposit to Promoter	<u>125,000.00</u>	<u>1,006,058.45</u>
Due Promoter (Authority)		(\$26,066.04)
Add: Suite Tickets Sold (442 @ \$3.00)	1,326.00	
Charitable Donation \$1	<u>22,525.23</u>	23,851.23
Due Promoter (Authority)		(2,214.81)

Conni Tamburri

Conni Tamburri
Vice President-General Accounting
fm



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Preliminary Settlement
World Wrestling Entertainment
December 29, 2009
WWE Smackdown

Gross Ticket Sales Revenue		\$469,750.00	
Less: NJ Sales Tax		<u>30,734.32</u>	
Revenue Subject to License Fee			\$439,015.68
Arena License Fee	15.0%	43,901.57	
Extraordinary Arena Expenses		96,073.31	
Reimbursable Arena Expenses		<u>20,000.00</u>	<u>159,974.88</u>
Due Promoter (Authority)			279,040.80
Less: Cash to Promoter		8,434.00	
Aramark Buyout		2,750.00	
Contingency		<u>0.00</u>	<u>11,184.00</u>
Due Promoter (Authority)			\$267,856.80
Add: Facility Fee Due WWE			<u>17,228.97</u>
Due Promoter (Authority)			<u>\$285,085.77</u>

Conni Tamburri
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Vice President - General Accounting

World Wrestling Entertainment

2010

<u>Order#</u>	<u>Event</u>
790001	MONSTER TRUCKS 2/5/10 7:30P
790004	Freestyle Motocross 2/26/10
790006	JOEL OSTEEN MINISTRIES 3/19/10
790010	Curious George 5/22/10 @ 11:00am
790015	The Wiggles 8/17/10 2:30PM
790017	Amerian Idol Registration 8/1/10
790020	Disney Live 11/12/10 7PM
790023	Roger Waters Rehearsals 9/1-13 2010
790051	H.S. Basketball Championship 3/23/10
790301	Slayer/Magadeth 8/12/10 7:00PM
790302	Jay-Z 3/6/10 8P
790303	Tom Petty & the Heartbreakers 8/24 7:30P
790304	Roger Waters 11/3/10 8PM
790307	INDIAN CONCERT 7/17/10 8PM
790308	Justin Bieber 11/17/10 7PM
790309	AVENTURA 7/11/10 8PM
790311	Ozzy Osbourne 12/3/10 Concert 7:30PM
790313	Prince 12/15/10 7:30PM
790313	Prince 12/15/10 7:30PM
790351	Doo Wop Concert 6/12/10
790501	DUKE vs. BUTLER 12/4/10
790601	State Fair Meadowlands 6/17/10
790700	SESAME STREET LIVE 9/30/10 7:00PM
790726	DISNEY ON ICE 1/21/10 7:30P
790734	DISNEY ON ICE Toy Story3 11/23 7:00 PM
790751	Ringling Bros. Circus 3/10/09 7:30
790776	HARLEM GLOBETROTTERS 2/13/10 1P
790781	STARS ON ICE 4/10/10 7:30P
790800	WWE Monday Night Raw 4/19/10 8:15PM
790801	WWE SMACKDOWN 12/30/10 7PM
790826	Berkeley College Graduation 4/30/10
790827	New Jersey City Graduation 5/12/10
790828	Seton Hall Graduation 5/17/10
790829	FDU Graduation 5/18/10
790830	Bergen Community College Grad. 5/20 10AM
790831	Montclair Graduation 5/21/10
790832	UMDNJ Graduation 5/26/10
790833	Paramus HS Graduation 6/7/10
790910	Cavalia 5/31/10



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

24-Jan-10

Final Settlement
Disney on Ice
"100 Years of Magic"
January 21st - January 24th, 2010

Gross Ticket Sales Revenue	\$893,795.25
Less: New Jersey Sales Tax	(58,472.59)
Add: Special Seating (128 seats x 8 shows x \$32.50)	<u>33,280.00</u>
Total Gross Ticket Sales Revenue	\$868,602.66

Less:		
Advertising	205,743.18	
Group Sales Commissions	8,464.24	
Ushers	540.40	
Credit Card Commissions	19,955.46	
Kodak Promotion(378# of redeemed Coupons*\$6)	2,268.00	
Royalties	<u>104,232.32</u>	<u>341,203.60</u>

Adjusted Gross Receipts **\$527,399.07**


Ringling Bros. Share (See Attached Schedule) \$316,439.44

Add:		
Advertising	205,743.18	
Traveling Stagehands	21,077.73	
Taped Narration & Musical Accompaniment (\$200/show)	1,600.00	
ASCAP (\$162.50/show)	1,300.00	
Royalties	104,232.32	
Kodak Promotion(378# of redeemed Coupons*\$6)	2,268.00	
Spotlight Gels	0.00	
Pyro Permits	<u>1,900.00</u>	<u>338,121.22</u>

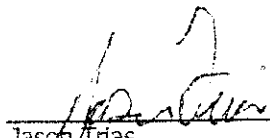
Due Ringling Brothers (Authority) \$654,560.66

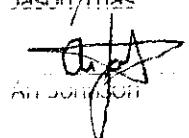
Less:		
Advertising Expenses paid by NJSEA	0.00	
Advance Deposit	220,109.75	
Telephones & T1 Line	350.00	
Spot Light Cost - Split with Feld	0.00	
Aramark Bills	<u>1,708.82</u>	<u>222,168.57</u>

Total Due Ringling Brothers **\$432,392.09**



Fatima Mir
New Jersey Sports and Exposition
Authority



Jason Trias


Art Johnson



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Preliminary Settlement Monster Jam February 5th & 6th, 2010

Gross Ticket Sales Revenue - Event	\$617,082.00	
Gross Ticket Sales Revenue - Pit Party	\$25,870.00	
Less: NJ Sales Tax	<u>(42,062.28)</u>	
Revenue Subject to License Fee		\$600,889.72
Arena Licensee Fee	103,115.66	
Reimbursable Arena Expenses	<u>29,968.82</u>	<u>133,084.48</u>
Due Promoter (Authority)		467,805.24
Less: Cash to Promoter	13,500.00	
Ticket Sales By Promoter	0.00	
Contingency	<u>0.00</u>	<u>13,500.00</u>
Due Promoter (Authority)		<u>\$454,305.24</u>

Conni Tamburri
New Jersey Sports & Exposition Authority

Ari Johnson
Feld Entertainment



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

New Jersey Sports & Exposition Authority
Preliminary Settlement
Harlem Globetrotters
February 13th & 14th, 2010

Gross Ticket Sales Revenue - February 13th	\$169,784.35	
Facility Fee - February 13th	\$0.00	
Magic Pass - February 13th	\$3,000.00	
Gross Ticket Sales Revenue - February 14th	\$173,686.40	
Facility Fee - February 14th	\$0.00	
Magic Pass - February 14th	\$2,880.00	
Less: Gift With Purchase Shipping & Handling	(\$105.00)	
Less: Food Coupons (\$5)	<u>(3,140.00)</u>	\$346,105.75
Less: NJ Sales Tax (7%)		<u>\$22,642.43</u>
Net Ticket Sales Revenue		\$323,463.32
Magic Circle Promotion Item	\$0.00	
Net Sponsorship Proceeds	<u>\$0.00</u>	0.00
Net Proceeds		\$323,463.32
Less: Advertising	67,495.29	
Ticket Commissions	2,108.33	
Plum Commission	2,342.10	
Group Sales - 10%	5,526.60	
Spot Operators	<u>779.00</u>	<u>78,251.32</u>
Amount Subject To Split		245,212.00
AMOUNT DUE HARLEM GLOBETROTTERS - 60%		147,127.20
Add: Publicity Expense paid to Globetrotters	4,746.47	
Scout Patches Sold (645 @ \$.50)	322.50	
Gift With Purchase	105.00	
Facility Fee Due Globetrotters - 60%	17,298.50	
Advertising Expenses Due MSG/Nassau/Prudential	<u>39,918.66</u>	<u>62,391.13</u>
AMOUNT DUE HARLEM GLOBETROTTERS		209,518.33
Less: Advertising Expenses Due IZOD Center	56,482.50	
Ticket Receivable	0.00	
Cash	0.00	
Group Sales Commission - 10%	0.00	
Military Ticket Receivable	<u>0.00</u>	<u>56,482.50</u>
AMOUNT DUE HARLEM GLOBETROTTERS		153,036.42

Connie Tamburri
Connie Tamburri
Vice President - General Accounting

Harlem Globetrotters
Harlem Globetrotters

**Preliminary Settlement
Nuclear Cowboyz Motocross
February 26 & 27, 2010**

Gross Ticket Sales Revenue - Event	\$305,328.00	
Less: NJ Sales Tax	<u>(19,974.73)</u>	
Revenue Subject to License Fee		\$285,353.27
Arena Licensee Fee	65,631.25	
Reimbursable Arena Expenses	<u>53,020.46</u>	<u>118,651.72</u>
Due Promoter (Authority)		166,701.56
Less: Cash to Promoter	6,000.00	
Ticket Sales By Promoter	0.00	
Preliminary Settlement	<u>173,471.79</u>	<u>179,471.79</u>
Due Promoter (Authority)		(12,770.23)
Add: VIP Experience Upcharge		<u>5,850.00</u>
Due Promoter (Authority)		(6,920.23)

Conni Tamburri
New Jersey Sports & Exposition Authority

Ari Johnson
Feld Entertainment



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Preliminary Settlement

Jay Z

BP3 Tour

March 6, 2010

Gross Ticket Sales Revenue	\$1,550,054.88	
Less: NJ Sales Tax	<u>103,236.25</u>	
Revenue Subject to License Fee		\$1,446,818.63
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>59,659.73</u>	<u>139,659.73</u>
Due Promoter (Authority)		1,307,158.90
Less: Cash to Promoter	30,000.00	
Receivable	101,460.00	
Secondary Box Office	45,756.00	
Contingency	<u>0.00</u>	<u>177,216.00</u>
Due Promoter (Authority)		<u>\$1,129,942.90</u>

Conni Tamburri
Vice President - General Accounting

Wayne T. Goldberg
Live Nation



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Ringling Brothers and Barnum and Bailey Circus
March 10 - 14, 2010

Gross Ticket Sales	\$1,461,877.50		
Auction Proceeds	<u>\$0.00</u>	\$1,461,877.50	
Less: NJ Sales Tax - 7%		<u>95,636.85</u>	\$1,366,240.65

Add: Special Seating (128 x \$22.50 x 10)			<u>28,800.00</u>
Total Gross Ticket Sales			1,395,040.65

Advertising		321,892.81	
Group Sales Commissions		22,497.94	
Credit Card Commissions		29,593.86	
Food Coupon-STAR (\$6.00)		3,006.00	
Barnum Coin Program(\$5.00)		<u>4,155.00</u>	<u>381,145.61</u>

Gross Receipts Subject to Split

1,000,000.00 @ 70%	700,000.00		
13,895.04 @ 80%		11,116.03	
0.00 @ 86%		<u>0.00</u>	

Feld Entertainment Share

Add: Advertising	<u>321,892.81</u>		
ASCAP(\$162.50/performance)	162,500.00		
Barnum Coin Program(\$5.00)	<u>4,155.00</u>		
Musicians	115,000.00		
Spotlight Gels	2,500.00		
Pyro			<u>344,818.58</u>

Feld Entertainment Share

Less: Ticket Receivable	15,335.00		
Stagehands - Riggers	12,743.00		
GMA Shoot(Aramark invoice)	945.50		
GMA Shoot(trade+stagehand)	985.00		
Advertising paid by NJSEA	<u>18,994.47</u>		
Telephones & T1	<u>150.00</u>		<u>49,152.97</u>

Total Due Feld Entertainment, Inc.

Fatima Mir
 Fatima Mir
 NJ Sports and Exposition Authority

Dion Gaines 3/14/10
 Dion Gaines
 Feld Entertainment

Ari Johnson
 Ari Johnson



Bringing the World to New Jersey

- Meadowlands Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Joel Osteen Ministries
 "A Night of Hope"
 March 19, 2010

Gross Ticket Sales Revenue		\$191,130.00
Less: New Jersey Sales Tax		<u>0.00</u>
Revenue Subject to License Fee		\$191,130.00
Arena License Fee	14,750.00	
Reimbursable Arena Expenses	<u>83,541.18</u>	<u>98,291.18</u>
Due Lakewood Church, Inc. / (Authority)		92,838.82
Less: Cash to Band/Promoter	3,840.00	
Receivable - B-Type	0.00	
Advance Deposit	0.00	
Preliminary Settlement	<u>110,055.01</u>	<u>113,895.01</u>
Due Lakewood Church, Inc. / (Authority)		(\$21,056.19)
Add: Advance Deposit	10,000.00	
Facility Fee Due to Licensee	11,908.41	
	<u>0.00</u>	<u>21,908.41</u>
Due Lakewood Church, Inc. / (Authority)		<u>\$852.23</u>

Conni Tamburri

Conni Tamburri
 Vice President - General Accounting



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
2010 High School Basketball Tournament
March 23, 2010**

Guaranteed Amount to NJSIAA

\$30,000.00

Due NJSIAA

\$30,000.00

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Vice President-General Accounting
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We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement 2010 Stars on Ice April 10, 2010

Gross Ticket Sales			✓ \$183,954.00
Less: New Jersey Sales Tax (7%)			✓ <u>\$12,034.37</u>
Net Ticket Sales Subject to License Fee			\$171,919.63
Less: NJSEA Percentage of Proceeds			
\$0 - \$450,000	40%	\$68,767.85	
\$450,001 - \$600,000	35%	\$0.00	
Excess of \$600,000	30%	<u>\$0.00</u>	<u>\$68,767.85</u>
Total Due Stars on Ice			✓ \$103,151.78
Less:			
Aramark Bills		✓ \$4,721.88	
Credit Card Fees		✓ \$1,121.29	
Advertising Expenses due NJSEA		✓ <u>\$26,738.00</u>	<u>\$32,581.17</u>
Total Due Stars on Ice			\$70,570.60
Add:			
Advertising Expenses due IMG		✓ \$24,153.73	
Event Sponsorship		<u>\$0.00</u>	<u>\$24,153.73</u>
Total Due Stars on Ice			✓ <u>\$94,724.33</u>



 Conni Tamburri
 Vice President - Event Accounting



 Byron Allen
 International Merchandising Corporation



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Preliminary Settlement
April 19, 2010
WWE Monday Night Raw

Gross Ticket Sales Revenue		\$352,335.00	
Less: NJ Sales Tax		<u>24,663.45</u>	
Revenue Subject to License Fee			\$327,671.55
Arena License Fee	15.0%	49,150.73	
Extraordinary Arena Expenses		103,667.38	
Reimbursable Arena Expenses		<u>20,000.00</u>	<u>172,818.11</u>
Due Promoter (Authority)			154,853.44
Less: Cash to Promoter		9,133.00	
Aramark Buyout		2,750.00	
Ticket Receivable		12,996.00	
Ticket Refund Contingency		<u>0.00</u>	<u>24,879.00</u>
Due Promoter (Authority)			\$129,974.44
Add: Facility Fee Due WWE			<u>13,617.76</u>
Due Promoter (Authority)			<u>\$143,592.19</u>

Conni Tamburri

Conni Tamburri

NJ Sports & Exposition Authority



We Bring the World to New Jersey

- Meadowlands Racetrack
- Glenn Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
Berkeley College Graduation
April 30, 2010**

Advance Deposits by Berkeley College		\$10,000.00
Less:		
Arena License Fee	\$10,000.00	
Reimbursable Arena Expenses (See Attached)	<u>31,381.42</u>	<u>41,381.42</u>
Total Due Berkeley College/(Authority)		<u>(\$31,381.42)</u>

Conni Tamburri

Conni Tamburri
Vice President-Event Accounting
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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
NJ City Graduation
May 12, 2010**

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>31,077.84</u>	
Due Authority		\$51,077.84
Less: Payment by NJ City		<u>45,000.00</u>
Due Authority		<u>\$6,077.84</u>

Conni Tamburri
Vice President-General Accounting
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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Seton Hall University Graduation
May 17, 2010

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>\$31,348.85</u>	
Due Authority		\$51,348.85
Less: Payment by Seton Hall University		<u>50,000.00</u>
Due Authority/(Seton Hall)		<u>\$1,348.85</u>



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Vice President-General Accounting
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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Montmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Fairleigh Dickinson University Graduation
May 18, 2010

Arena License Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>35,111.68</u>	
Due Authority		55,111.68
Less: Payment by Fairleigh Dickinson University		<u>20,000.00</u>
Due Authority		<u>\$35,111.68</u>

A handwritten signature in cursive script, reading "Conni Tamburri", is positioned above a horizontal line.

Conni Tamburri
Vice President-Event Accounting
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We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
Bergen Community College Graduation
May 20, 2010**

Advance Deposits by Bergen Community College		\$40,000.00
Less:		
Arena License Fee	\$10,000.00	
Reimbursable Arena Expenses (See Attached)	<u>27,713.94</u>	<u>37,713.94</u>
Total Due Bergen Community College/(Authority)		<u>\$2,286.06</u>

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We Bring the World to New Jersey

Meadowlands Racetrack

Giants Stadium

IZOD Center

Monmouth Park Racetrack

Boardwalk Hall

Atlantic City Convention Center

The Wildwoods Convention Center

Final Settlement
Montclair State University Graduation
May 21, 2010

Arena Licensee Fee	\$20,000.00
Reimbursable Arena Expenses	<u>30,453.54</u>
Due Authority	\$50,453.54
Less: Payment by Montclair State University	<u>20,000.00</u>
Total Due New Jersey Sports & Exposition Authority	<u>\$30,453.54</u>

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06/03/10

**Final Settlement
"Curious George Live!"
May 22-23, 2010**

Gross Ticket Sales		\$135,743.00
Less: Sales Tax		<u>\$8,883.18</u>
Net Ticket Sales		\$126,859.82
Add: Suite Relocations (240X \$19)	\$4,560.00	
Event Sponsorship	<u>\$0.00</u>	<u>\$4,560.00</u>
Total Revenue Subject to Split		\$131,419.82
Less: Advertising	\$50,467.55	
Credit Card Commissions	\$337.74	
Group Sales (10% of sales)	\$458.95	
Royalties (5% of Net Ticket Sales)	<u>\$6,342.99</u>	\$57,607.23
Add: Event Sponsorship	<u>\$700.00</u>	<u>\$700.00</u>
Balance Subject To Split		<u>\$74,512.59</u>
Vee Corporation Share		\$37,256.30
Add: Royalties	\$6,342.99	
Advertising Due PIX	\$12,750.00	
Advertising Due Vee	\$7,955.70	
Vee's share of Facility Fee (.4673/tix sold)	\$1,783.22	
Labor - Traveling Stagehands	<u>\$4,327.24</u>	<u>\$33,159.15</u>
Total Due Vee Corporation (Authority)		<u>\$70,415.44</u>



Fatima Mir
NJ Sport & Exposition Authority

Pieter Peyper
Vee Corporation



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
UMDNJ Graduation
May 26, 2010

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>27,285.42</u>	
Due Authority		\$47,285.42
Less: Payment by UMDNJ		<u>45,000.00</u>
Due Authority		<u>\$2,285.42</u>

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Vice President-Event Accounting

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We Bring the World to New Jersey

Meadowlands Racetrack
Glaxo Stadium
IZOD Center
Mornington Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
Paramus Catholic Graduation
June 7, 2010**

Arena Licensee Fee	\$5,000.00	
Reimbursable Arena Expenses	<u>29,637.62</u>	
Total Due New Jersey Sports & Exposition Authority		\$34,637.62
Less: Payment by Paramus Catholic		<u>30,000.00</u>
Total Due New Jersey Sports & Exposition Authority		<u>\$4,637.62</u>

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Vice President-General Accounting
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**Final Settlement
Cavalía
June 9-July 5, 2010**

Total Amounts Due Cavalía

Advance Deposits paid by Cavalía	\$709,653.00
30% of Net Cavalía Concession Profit	531.18
Parking Revenue Due Cavalía	29,439.27
Total Amounts Due Cavalía	<u>\$739,623.45</u>

Total Amounts Due NJSEA

License Fee	\$125,000.00
Staffing Expenses	357,021.80
Event Supervision	14,440.00
Portable Toilets	5,592.98
Dirt Purchase	16,000.00
Ticketmaster Buyout	135,000.00
Aramark Buyout	84,000.00
DCA Permits	7,728.00
Total Amounts Due NJSEA	<u>\$744,782.78</u>

Net Due Cavalía / (NJSEA)

(\$5,159.33)

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Vice President-Event Accounting
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**New Jersey Sports & Exposition Authority
Final Settlement
Doo Wop Concert
June 12, 2010**

Amounts Due Richard Nader:

Excess Gross Admission Revenue	\$2,746.62	
Consulting Fee	<u>\$78,400.00</u>	\$81,146.62

Less Payments made by NJSEA

Prior Payments - May 2010	\$39,200.00	
Ticket Sales by Promoter	\$44,554.00	
Advertising placed by NJSEA	\$1,490.16	
Posters	\$838.00	
Cash At Settlement	<u>\$15,000.00</u>	<u>\$101,082.16</u>

Total Due Richard Nader Entertainment / (NJSEA)	<u><u>(\$19,935.54)</u></u>
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Conni Tamburri

Conni Tamburri
Vice President - Event Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
 Giants Stadium
 IZOD Center
 Morristown Park Racetrack
 Boardwalk Hall
 Atlantic City Convention Center
 The Wildwoods Convention Center

State Fair at the Meadowlands
June 17th - July 5th, 2010
Final Settlement

Estimated Cash Collected by NJSEA

EMF0617-EMF0705	\$1,906,937.00
EMFPOP10	\$56,980.72
EMFAIR10	\$13,907.05
EMFAIRG1	\$925.15
EMFPOPG1	\$274.89
EM0704E	<u>\$30,625.00</u>
Total Cash	\$2,009,649.81
Less: Sales Tax	(\$131,472.42)
Less: State Fair Tina	(\$73,783.59)
Less: State Fair Cash Advance	(\$646,200.00)
Less: State Fair Latin Fiesta	<u>(\$14,900.00)</u>
Net Ticket Cash	\$1,143,293.80

Total Cash Collected by NJSEA **\$1,143,293.80**

Amounts Due NJSEA

State Fair Net Revenues - Minimum Guarantee	\$450,000.00
Reimbursable Expenses	\$472,678.58
2009 State Fair Final Settlement	\$27,869.76
Contingency	<u>\$25,000.00</u>
Total Due NJSEA	\$975,548.34

Total Due State Fair/(NJSEA) **\$167,745.46**

Conni Tamburri

Conni Tamburri
 Vice President - General Accounting

Al Dorso
 State Fair, Inc.



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Morrmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Aventura
 IZOD Center
 July 10 & 11, 2010

Gross Ticket Sales Revenue		\$1,096,245.00
Less: New Jersey Sales Tax		<u>85,229.58</u>
Revenue Subject to License Fee		\$1,011,015.42
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>165,522.63</u>	<u>245,522.63</u>
Due Latin Events LLC, Inc. / (Authority)		765,492.79
Less: Cash to Band/Promoter	10,709.00	
Preliminary Settlement	742,873.20	
Facility Fee Due NJSEA	21,292.25	
Contingency	<u>0.00</u>	<u>774,874.45</u>
Due Latin Events LLC, Inc. / (Authority)		(\$9,381.66)
Add: Advance Deposit Paid by Promoter	20,000.00	
	0.00	
	<u>0.00</u>	<u>20,000.00</u>
Due Latin Events LLC, Inc. / (Authority)		<u>\$10,618.34</u>

Conni Tamburri
 Conni Tamburri
 New Jersey Sports & Exposition Authority




We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Morrmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement "Inspiration, Aman Ki Aasha"

IZOD Center
July 17, 2010

Gross Ticket Sales Revenue	\$54,007.50	
Less: New Jersey Sales Tax		<u>3,531.78</u>
Revenue Subject to License Fee		\$50,475.72
Arena License Fee	12,500.00	
Reimbursable Arena Expenses	<u>50,813.20</u>	<u>63,313.20</u>
Due Ambicas Concepts, Inc. / (Authority)		(12,837.48)
Less: Cash to Band/Promoter	0.00	
Ticket Receivable	34,215.00	
Facility Fee Due NJSEA	0.00	
Contingency	<u>0.00</u>	<u>34,215.00</u>
Due Ambicas Concepts, Inc. / (Authority)		(\$47,052.48)
Add: Advance Deposit Paid by Promoter	45,000.00	
Preliminary Settlement	2,686.34	
	<u>0.00</u>	<u>47,686.34</u>
Due Ambicas Concepts, Inc. / (Authority)		<u>\$633.86</u>



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 New Jersey Sports & Exposition Authority



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
American Idol Auditions
August 1-3, 2010**

Arena Licensee Fee	80,000.00	
Reimbursable Arena Expenses	<u>106,676.57</u>	<u>186,676.57</u>
Due Authority		186,676.57
Less: Advance Payments by Licensee	<u>186,659.00</u>	<u>186,659.00</u>
Due American Idol Production, Inc.		<u>(\$17.57)</u>

Conni Tamburri
Vice President-General Accounting
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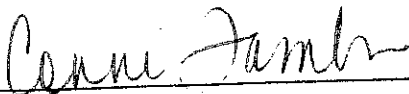
We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
Slayer / Megadeth**

August 12, 2010


Gross Ticket Sales Revenue	\$310,481.00	
Less: NJ Sales Tax	<u>21,065.16</u>	
Revenue Subject to License Fee		\$289,415.84
Arena License Fee	65,000.00	
Reimbursable Arena Expenses	<u>35,990.65</u>	<u>100,990.65</u>
Due Promoter (Authority)		188,425.19
Less: Cash to Promoter	1,000.00	
Receivable	0.00	
Preliminary Settlement	174,849.09	
Secondary Box Office	7,791.00	
Damaged Contingency (\$1,425 Waived)	<u>waived</u>	<u>183,640.09</u>
Due Promoter (Authority)		<u>\$4,785.10</u>



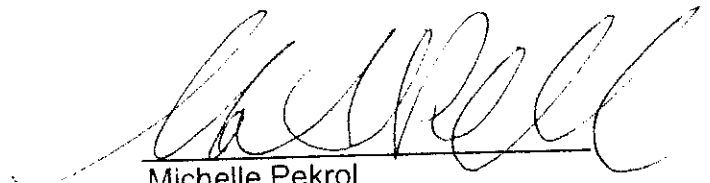
 Conni Tamburri
 Vice President - General Accounting

**Preliminary Settlement
The Wiggles - Live!
"Wiggly Circus"
August 17, 2010**

Gross Ticket Sales		\$237,398.00
Less: Sales Tax		<u>\$15,530.71</u>
Net Ticket Sales		\$221,867.29
 Add: Event Sponsorship	<u>\$0.00</u>	<u>\$0.00</u>
 Total Revenue Subject to Split		\$221,867.29
Less: Advertising	\$21,621.84	
Credit Card Commissions	\$539.91	
Group Sales Commissions	<u>\$807.40</u>	<u>\$22,969.15</u>
Balance Subject To Split		<u>\$198,898.14</u>
 Wiggles Live, USA, Inc. Share		\$129,283.79
Less: Catering Invoices	\$3,578.88	
Cash to Licensee	\$0.00	
Advertising Expense due NJSEA	<u>\$4,572.50</u>	<u>\$8,151.38</u>
 Total Due Wiggles Live / (Authority)		\$121,132.41
Add: Share of Facility Fee	\$3,233.64	
Advertising Expenses paid by Wiggles	<u>\$128.00</u>	<u>\$3,361.64</u>
 Total Due Wiggles Live / (Authority)		<u>\$124,494.05</u>



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New Jersey Sports & Exposition Authority



Michelle Pekrol
The Wiggles Live USA, Inc.



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
Tom Petty**

August 24, 2010

Gross Ticket Sales Revenue	\$997,992.50	
Less: NJ Sales Tax	<u>66,989.51</u>	
Revenue Subject to License Fee		\$931,002.99
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>61,082.87</u>	<u>141,082.87</u>
Due Promoter (Authority)		789,920.12
Less: Cash to Promoter	0.00	
Receivable	0.00	
Secondary Box Office	15,830.00	
Preliminary Settlement	<u>773,736.46</u>	<u>789,566.46</u>
Due Promoter (Authority)		<u>\$353.66</u>

Conni Tamburri

Conni Tamburri
Vice President - General Accounting



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
Roger Waters Rehearsal
August 29 - September 12, 2010**

Amounts Due NJSEA

Arena License Fee (\$5,250 per day)	\$78,750.00
Rehearsal Expenses	<u>206,867.76</u>
Total Due NJSEA	\$285,617.76
 Less: Advance Deposit	 <u>50,000.00</u>
 Total Due NJSEA	 <u>\$235,617.76</u>

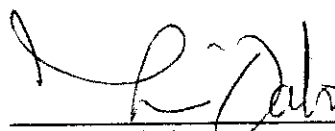
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New Jersey Sports & Exposition Authority

**Final Settlement
Sesame Street Live's
"Elmo's Healthy Heroes"
September 30 - October 3, 2010**

Gross Ticket Sales		\$223,068.00
Less: Sales Tax		<u>\$14,594.45</u>
Net Ticket Sales		\$208,473.55
Add: Suite Seat Relocations (x \$19)	\$0.00	
Event Sponsorship	<u>\$0.00</u>	<u>\$0.00</u>
Total Revenue Subject to Split		\$208,473.55
Less: Advertising	\$ 65,890.28	
Credit Card Commissions	\$607.67	
Royalties (5%)	<u>\$10,423.68</u>	<u>\$76,921.62</u>
Balance Subject To Split		<u>\$131,551.93</u>
Vee Corporation Share (\$0-\$200,000 Vee Share 50%)		\$65,775.96
(\$200,000.01 & Above Vee Share 75%)		
Add: Advertising Due Vee	\$5,877.87	
Advertising Expenses Due Nassau & Westchester	\$545.34	
Royalties Due Vee Corporation	\$10,423.68	
Stagehand Labor due Vee	<u>\$4,319.35</u>	<u>\$21,166.24</u>
Total Due Vee Corporation (Authority)		<u>\$86,942.20</u>



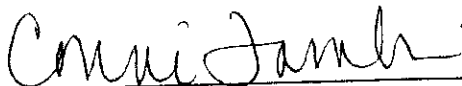
 Fatima Mir
 New Jersey Sports & Exposition Authority



 Timothy Debo
 Vee Corporation

Preliminary Settlement
Roger Waters
The Wall Live!
November 3 & 4, 2010

Gross Ticket Sales Revenue	\$3,385,970.00	
Less: NJ Sales Tax	<u>231,236.41</u>	
Revenue Subject to License Fee		\$3,154,733.59
Arena License Fee	150,000.00	
Reimbursable Arena Expenses	<u>103,931.21</u>	<u>253,931.21</u>
Due Promoter (Authority)		2,900,802.39
Less: Cash to Promoter	60,500.00	
Receivable - TM Ticket Exchange - Platinum	77,064.00	
Secondary Box Office	150,613.00	
Show Rehearsals & Dress Rehearsal	<u>249,510.84</u>	<u>537,687.84</u>
Due Promoter (Authority)		<u>\$2,363,114.55</u>



Conni Tamburri
Vice President - General Accounting



Wayne T. Goldberg
Live Nation

**Final Settlement
Disney Live!
Produced by Feld Entertainment
November 12th & 13th, 2010**

Gross Ticket Sales		\$175,006.50	
Less: Sales Tax		<u>\$11,449.02</u>	
Net Ticket Sales		\$163,557.48	
Add: Suite Seat Relocations (0 x \$25)		<u>\$0.00</u>	
Total Revenue Subject to Split		\$163,557.48	
Less: Advertising	\$ 16,862.81		
Creative Costs	\$3,000.00		
Group Sales Commissions	\$673.71		
Credit Card Commissions	\$4,070.53		
Kodak Camera(\$6x67 Redeemed Coupons)	\$402.00		
Royalties (15%)	<u>\$24,533.62</u>	<u>\$ 49,542.67</u>	
Balance Subject To Split		<u>\$114,014.80</u>	
Amounts Due Feld Entertainment		\$68,408.88	
Add: Advertising	\$ 16,862.81		
Creative Costs	\$3,000.00		
Royalties Due Feld Entertainment	\$24,533.62		
Kodak Camera(\$6x67 Redeemed Coupons)	\$402.00		
Traveling Stagehands	<u>\$8,035.35</u>	<u>\$52,833.78</u>	
Total Due Feld Entertainment (Authority)		<u>\$121,242.66</u>	
Less: Catering - Kevoov	\$0.00		
Flyer Handout	<u>\$42.00</u>	<u>\$42.00</u>	
Total Due Feld Entertainment (Authority)		<u>\$121,200.66</u>	

Fatima Mir
New Jersey Sports and Exposition Authority

Christine Adamczyk
Feld Entertainment



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Morrmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Justin Bieber
 November 17, 2010

Gross Ticket Sales Revenue	\$900,123.00	
Less: NJ Sales Tax	<u>58,869.82</u>	
		\$841,253.18
Revenue Subject to License Fee		
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>78,463.49</u>	<u>158,463.49</u>
		682,789.69
Due Promoter (Authority)		
Less: Cash to Promoter	10,000.00	
Promoter Receivable - K-type	26,224.00	
Artist Receivable - B-type	4,950.00	
Preliminary Settlement	<u>656,221.62</u>	<u>697,395.62</u>
		(14,605.92)
Due Promoter (Authority)		
Add: Ticketmaster Bump (\$1 per ticket)	<u>13,620.00</u>	
		<u>13,620.00</u>
		(985.92)

 Fatima Mir
 New Jersey Sports and Exposition Authority

AT&T
 Contracties
 TM didn't
 pay us for FF
 746 VIP tix
 131000
 790308
 0113
 JE12126258

28-Nov-10

Final Settlement
Disney on Ice
Toy Story 3
November 23rd - November 28th, 2010

Gross Ticket Sales Revenue		\$1,312,275.55
Less: New Jersey Sales Tax		(85,848.04)
Add: Special Seating (85 seats x 12 shows x \$32.50)		<u>33,150.00</u>
Total Gross Ticket Sales Revenue		\$1,259,577.51

Less:

Advertising	274,836.16	
Group Sales Commissions	15,528.83	
Credit Card Commissions	29,311.85	
Kodak Camera (\$6*3 coupons)	18.00	
Royalties	<u>151,149.30</u>	<u>470,844.14</u>

Adjusted Gross Receipts

\$788,733.37

Ringling Bros. Share (See Attached Schedule) \$473,240.02

Add:

Advertising	274,836.16	
Traveling Stagehands	20,991.28	
Taped Narration & Musical Accompanimer	2,400.00	
ASCAP	1,950.00	
Royalties	151,149.30	
Kodak Camera (\$6*3 coupons)	18.00	
Pyro Permits	<u>2,700.00</u>	<u>454,044.74</u>

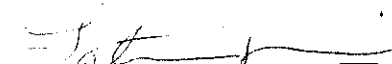
Due Ringling Brothers (Authority) \$927,284.76

Less:

Good Morning America	6,035.00	
Feld's secondary Box Office	1,140.00	
Telephones & T1 Line	500.00	
Advance Deposit by NJSEA	100,000.00	
Flyer	43.00	
Aramark Bills	<u>4,204.08</u>	<u>111,922.08</u>

Total Due Ringling Brothers

\$815,362.69


Fatima Mir
New Jersey Sports and Exposition
Authority


Mary King
Feld Entertainment, Inc.


Amy Alter
Feld Entertainment, Inc.

rounding
\$815,362.17


**Preliminary Settlement
Ozzy Osbourne**

December 3, 2010

Gross Ticket Sales Revenue	\$380,494.00	
Less: NJ Sales Tax	<u>24,892.13</u>	
Revenue Subject to License Fee		\$355,601.87
Arena License Fee	50,000.00	
Reimbursable Arena Expenses	<u>46,896.22</u>	<u>96,896.22</u>
Due Promoter (Authority)		258,705.65
Less: Cash to Promoter	9,000.00	
Secondary Box Office	4,335.00	
V-Type Platinum Tickets	8,160.00	
Contingency	<u>5,000.00</u>	<u>26,495.00</u>
Due Promoter (Authority)		<u>\$232,210.65</u>



Conni Tamburri
Vice President - General Accounting



Wayne T. Goldberg
Live Nation



Duke vs. Butler

We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Morrmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

New Jersey Sports & Exposition Authority
USMA vs. University of Pennsylvania
IZOD Center
December 4, 2010
Final Settlement

Amounts Due USMA		
Appearance Fee	\$30,000.00	<u>\$30,000.00</u>
 Amounts Due New Jersey Sports & Exposition Authority		
USMA Ticket Receivable		<u>\$6,201.50</u>
 Total Due USMA		<u>\$23,798.50</u>

Fatima Mir
New Jersey Sports and Exposition Authority




We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

790027

Final Settlement
Prince
 Welcome 2 America Live
 December 15 & 17, 2010

Gross Ticket Sales Revenue	<u>\$2,540,834.30</u>	
Less: NJ Sales Tax	<u>170,911.10</u>	
Revenue Subject to License Fee		\$2,369,923.20
Arena License Fee / Rent	<u>187,635.00</u>	
Reimbursable Arena Expenses	<u>87,595.51</u>	<u>197,595.51</u>
Due Promoter (Authority)		2,172,327.69
Less: Cash to Promoter	40,000.00	
Secondary Box Office	22,568.50	
V-Type Platinum Tickets	0.00	
Preliminary Settlement	1,854,007.77	
Rehearsal Preliminary Settlement	255,801.41	
Rehearsal Final Settlement	<u>(10,392.09)</u>	<u>2,161,985.59</u>
Due Promoter (Authority)		\$10,342.10
Add: Band Service Charges (2 tickets @ \$25)		<u>50.00</u>
Due Promoter / (Authority)		<u>10,392.10</u>



 Fatima Mir
 New Jersey Sports and Exposition Authority

Final Settlement

Prince

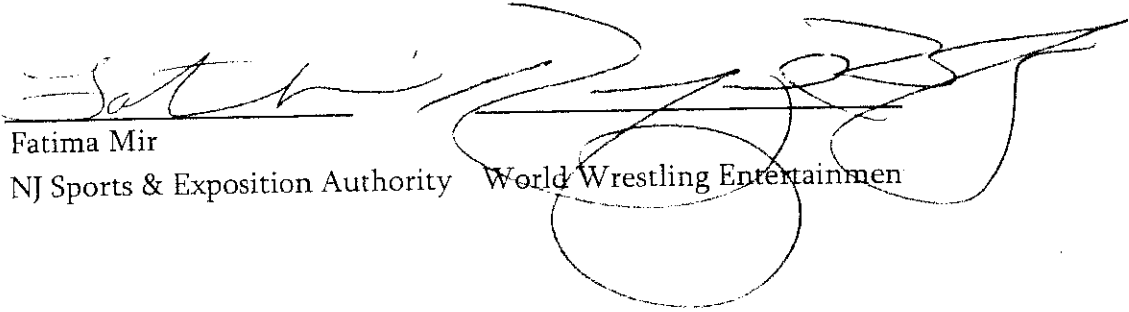
Welcome 2 America Live
December 15 & 17, 2010

Gross Ticket Sales Revenue	\$2,540,834.30	
Less: NJ Sales Tax	<u>170,911.10</u>	
Revenue Subject to License Fee		\$2,369,923.20
Arena License Fee	110,000.00	
Reimbursable Arena Expenses	<u>87,595.51</u>	<u>197,595.51</u>
Due Promoter (Authority)		2,172,327.69
Less: Cash to Promoter	40,000.00	
Secondary Box Office	22,568.50	
V-Type Platinum Tickets	0.00	
Preliminary Settlement	1,854,007.77	
Rehearsal Preliminary Settlement	255,801.41	
Rehearsal Final Settlement	<u>(10,392.09)</u>	<u>2,161,985.59</u>
Due Promoter (Authority)		\$10,342.10
Add: Band Service Charges (2 tickets @ \$25)		<u>50.00</u>
Due Promoter / (Authority)		<u>10,392.10</u>

Fatima Mir
New Jersey Sports and Exposition Authority

Preliminary Settlement
December 30, 2010
WWE "Smackdown World Tour"

Gross Ticket Sales Revenue		\$389,389.25	
Less: NJ Sales Tax		<u>27,257.25</u>	
Revenue Subject to License Fee			\$362,132.00
Arena License Fee	15.0%	54,319.80	
Extraordinary Arena Expenses		16,983.73	
Reimbursable Arena Expenses		<u>20,000.00</u>	<u>91,303.53</u>
Due Promoter (Authority)			270,828.47
Less: Cash to Promoter		289.00	
Aramark		0.00	
Ticket Receivable		0.00	
Contingency		<u>0.00</u>	<u>289.00</u>
Due Promoter (Authority)			\$270,539.47
Add: Facility Fee Due WWE			<u>14,356.54</u>
Due Promoter (Authority)			<u>\$284,896.01</u>


Fatima Mir

NJ Sports & Exposition Authority World Wrestling Entertainment

<u>Order#</u>	<u>Event</u>
791001	MONSTER JAM 2/4/11 7:30P
791004	STRIKEFORCE 2/12/11 TBD
791005	Prince Rehearsals 1/14-1/16 2011
791006	Pella Trade Show
791013	Wiggles Big Birthday Tour 7/17/11 12:30P
791018	VOICE AUDITIONS DAY 1 JULY 22 '11
791022	American Idol Auditions 9/22/11
791026	D.A.Y. Milan Indian Hum. Event 11/12 4P
791051	H. S. Basketball Championships TBA
791301	NEW KIDS ON THE BLOCK/BSB 6/12 7:30P
791302	SADE 6/24/11 7:30P
791303	GLEE 6/16/11 8PM
791305	RIHANNA 7/21/11 7:30P
791306	Rammstein 5/5/11 8PM
791308	Camilo Sesto 6/4/11 8PM
791309	Brittney Spears 8/5/11 7PM
791310	Marc Anthony Concert 9/9/11 8PM
791311	FOO Fighters 9/26/11 7PM
791312	Vicente Fernandez 10/29/11 8pm
791313	Jay-Z/Kanye West Concert 11/5 7:30PM
791315	Judas Priest 11/18 6PM
791317	Guns N' Roses Concert 11/17/11 8pm
791351	DooWoop 6/11/11 7PM
791505	Legends Class NCAA Basketball 11/19 6:30
791600	Meadowland's State Fair 6/24/11
791700	Sesame Street Live 9/30/11 10:30AM
791726	DOI Princess Wishes 1/27/11 7:30P
791734	DOI Dare to Dream 11/22 7:30PM
791751	Ringling Bros. Circus 3/2/11 7:30P
791776	HARLEM GLOBETROTTERS 2/19/11 1PM
791781	STARS ON ICE 4/2/11 7:30P
791826	Berkely Graduations 4/29/2011
791827	New Jersey City Graduation 5/11/11
791828	Seton Hall Graduation 5/16/11
791829	FDU Graduation 5/17/11
791830	William Paterson Graduation 5/18/11
791831	Bergen Community Graduation 5/19/11
791832	Montclair Graduation 5/20/11
791833	UMDNJ Graduation 5/25/11
791834	Yeshiva Graduation 5/26/11
791835	Paramus Catholic HS Graduation 6/6/11
791836	Ross Graduation 6/10/11
791800	WWE SUPERSHOW 6/18/11



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

791005

**Final Settlement
Prince Rehearsal
January 14-16, 2011**

Amounts Due NJSEA

Arena License Fee (\$5,250 per day - 1/14 thru 1/17)	\$21,000.00
Cash Advance	\$30,000.00
Rehearsal Expenses	<u>97,234.37</u>
Total Due NJSEA	\$148,234.37
Less: Preliminary Settlement	<u>0.00</u>
Total Due NJSEA	<u>\$148,234.37</u>

131000
Accrued Unbilled
Receivables



 Fatima Mir
 New Jersey Sports & Exposition Authority

30-Jan-11

Final Settlement
Disney on Ice
Princess Wishes
January 27-30, 2011

Gross Ticket Sales Revenue	\$983,297.40
Less: New Jersey Sales Tax	(64,419.13)
Add: Special Seating (74 seats x 8 shows x \$32.50)	<u>19,240.00</u>

Total Gross Ticket Sales Revenue **\$938,118.27**

Less:

Advertising	211,869.19	
Group Sales Commissions	5,529.69	
Credit Card Commissions	22,754.56	
Kodak Camera (\$6*5 coupons)	30.00	
Royalties	<u>112,574.19</u>	<u>352,757.64</u>

Adjusted Gross Receipts

\$585,360.63

Ringling Bros. Share (See Attached Schedule) \$351,216.38

Add:

Advertising	211,701.19	
Traveling Stagehands	17,065.33	
Taped Narration & Musical Accompaniment	1,600.00	
ASCAP	1,300.00	
Royalties	112,574.19	
Kodak Camera (\$6*5 coupons)	30.00	
Pyro Permits	<u>2,100.00</u>	<u>346,370.71</u>


Due Ringling Brothers (Authority) \$697,587.09

Less:

Feld's secondary Box Office	0.00	
Telephones & T1 Line	350.00	
Advance Deposit by NJSEA	150,000.00	
Flyer	168.00	
Aramark Bills	<u>1,248.54</u>	<u>151,766.54</u>

Total Due Ringling Brothers

\$545,820.55


Fatima Mir
New Jersey Sports and Exposition
Authority

 1/30/11
Kyle Jean
Feld Entertainment, Inc.

**Preliminary Settlement
Monster Jam
February 4th & 5th, 2011**

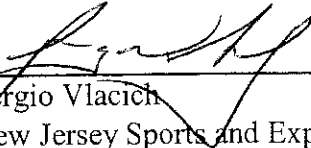
Gross Ticket Sales Revenue - Event	\$625,077.50	
Gross Ticket Sales Revenue - Pit Party	\$23,635.00	
Less: NJ Sales Tax	<u>(42,439.14)</u>	
Revenue Subject to License Fee		\$606,273.36
Arena Licensee Fee	103,815.54	
Reimbursable Arena Expenses	<u>37,222.27</u>	<u>141,037.81</u>
Due Promoter (Authority)		465,235.56
Less: Cash to Promoter	4,500.00	
Ticket Sales By Promoter	0.00	
Advance Deposit	<u>50,000.00</u>	<u>54,500.00</u>
Due Promoter (Authority)		<u>\$410,735.56</u>



 Sergio Vlacich
 New Jersey Sports & Exposition Authority

Final Settlement
Strikeforce and M1 Global Present Fedor vs Silva
February 12, 2011

Gross Ticket Sales Revenue	\$993,257.00	
Less: Athletic Sales Tax	<u>(65,884.62)</u>	
Gross Ticket Sales		\$927,372.38
Arena Licensee Fee	0.00	
Excess Complimentary Tickets	2,065.00	
Reimbursable Arena Expenses	<u>192,164.44</u>	<u>194,229.44</u>
Due Promoter (Authority)		733,142.94
Less: Ticket Sales By Promoter	83,538.95	
Aramark settlement	21,884.86	
Contingency	<u>0.00</u>	<u>105,423.81</u>
Add: Explosion Entertainment Facility Fee Participation	8,075.00	
Suite Sales Commission	<u>500.00</u>	<u>8,575.00</u>
Due Promoter (Authority)		<u>\$636,294.13</u>



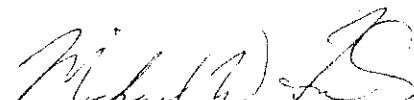
Sergio Vlacić
New Jersey Sports and Exposition Authority



New Jersey Sports & Exposition Authority
Preliminary Settlement
Harlem Globetrotters
February 19th & 21st, 2011

Gross Ticket Sales Revenue - February 19th	\$196,191.50	
Facility Fee - February 19th	\$0.00	
Magic Pass - February 19th	\$3,315.00	
Gross Ticket Sales Revenue - February 21st	\$195,532.00	
Facility Fee - February 21st	\$0.00	
Magic Pass - February 21st	\$3,525.00	
Less: Gift With Purchase Shipping & Handling	\$0.00	
Less: Food Coupons (\$5)	<u>(2,220.00)</u>	\$396,343.50
Less: NJ Sales Tax (7%)		<u>\$25,929.01</u>
Net Ticket Sales Revenue		\$370,414.49
Magic Circle Promotion Item	\$0.00	
Net Sponsorship Proceeds	<u>\$0.00</u>	<u>0.00</u>
Net Proceeds		\$370,414.49
Less: Advertising	85,140.27	
Ticket Commissions	2,314.46	
Plum Commission	1,914.53	
Group Sales - 10%	5,263.80	
Spot Operators	<u>1,203.00</u>	<u>95,836.05</u>
Amount Subject To Split		<u>274,578.44</u>
AMOUNT DUE HARLEM GLOBETROTTERS - 60%		164,747.06
Add: Publicity Expense paid to Globetrotters	5,174.83	
Scout Patches Sold (551 @ \$.50)	275.50	
Gift With Purchase	0.00	
Facility Fee Due Globetrotters - 60%	18,967.29	
Advertising Expenses Due MSG/Nassau/Prudential	<u>42,515.67</u>	<u>66,933.29</u>
AMOUNT DUE HARLEM GLOBETROTTERS		231,680.35
Less: Advertising Expenses Due IZOD Center	53,075.47	
Ticket Receivable	0.00	
Cash	3,000.00	
Group Sales Commission - 10%	0.00	
Military Ticket Receivable	<u>0.00</u>	<u>56,075.47</u>
AMOUNT DUE HARLEM GLOBETROTTERS		<u>175,604.88</u>


Fatima Mir
New Jersey Sports and Exposition


Mike Fauls
Harlem Globetrotters

Final Settlement
Ringling Brothers and Barnum and Bailey Circus
March 2 - 13, 2011

Gross Ticket Sales	\$1,893,082.00		
Less: NJ Sales Tax - 7%		<u>123,893.79</u>	\$1,769,188.21
Add: Special Seating / Suites			<u>19,890.00</u>
Total Gross Ticket Sales			1,789,078.21
Advertising		517,784.57	
Group Sales Commissions		14,526.45	
Credit Card Commissions		42,263.72	
Food Coupon (127x\$6, 13x\$15)		957.00	
Family Value Package (\$17.00)		<u>27,285.00</u>	<u>602,816.74</u>

Gross Receipts Subject to Split

1,186,261.47

1,000,000.00 @ 70%	700,000.00
186,261.47 @ 80%	149,009.18
0.00 @ 86%	<u>0.00</u>

Feld Entertainment Share

849,009.18

Add: Advertising	517,784.57	<i>517,784.57</i>
ASCAP (\$162.50/performance)	2,925.00	
Family Value Package (\$17.00)	27,285.00	
Musicians	30,619.90	
Spotlight Gels	115.00	
Pyro	<u>4,600.00</u>	

583,329.47

Feld Entertainment Share

1,432,338.65


Less: Ticket Receivable	2,905.00
Stagehands - Riggers	21,825.00
Aramark invoices	0.00
other trade+stagehand	0.00
Advertising paid by NJSEA	63.49
Telephones & T1	<u>400.00</u>

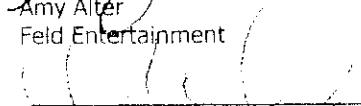
25,193.49

Total Due Feld Entertainment, Inc.

\$1,407,145.16

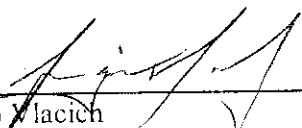

 Sergio Vladih
 NJ Sports and Exposition Authority


 Amy Alter
 Feld Entertainment


 Carrie Christino

PELLA PRO EXPO TOUR
March 17, 2011

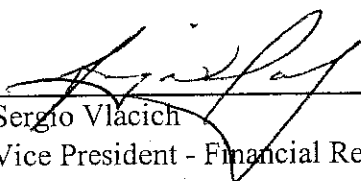
<u>Due NJSEA</u>		
Stadium License Fee		35,000.00
Event Supervision		
Electrical Workers		2,779.94
HVAC		733.97
Teamsters		856.87
Laborers		1,618.20
Carpenters		3,001.64
Plumbers		427.41
Event Security		229.21
Parking		477.61
Aramark Corporation		18,986.66
Misc Outside Service		500.25
Uniformed State Police		
Cleaners		
Toll Charges		
Telephone Charges		
Due NJSEA/(Promoter)		64,611.76
<u>Less Payments:</u>		
Advance Deposit	<u>45,000.00</u>	<u>45,000.00</u>
Total Due Authority/(Promoter)		<u>\$19,611.76</u>


Sergio Macien

Vice President - Event Accounting

Final Settlement
2011 High School Basketball Tournament
March 22, 2011

Guaranteed Amount to NJSIAA	\$30,000.00
Less: Removal of Excess Game Program	<u>\$0.00</u>
Due NJSIAA	<u>\$30,000.00</u>



Sergio Vlacich
Vice President - Financial Reporting

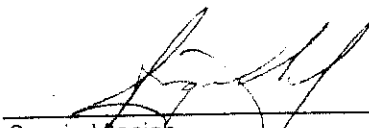


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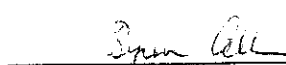
Meadowlands Racetrack
 Giants Stadium
 IZOD Center
 Morumouth Park Racetrack
 Boardwalk Hall
 Atlantic City Convention Center
 The Wildwoods Convention Center

Final Settlement 2010 Stars on Ice April 2, 2011

Gross Ticket Sales		\$136,178.00
Less: New Jersey Sales Tax (7%)		<u>\$8,908.84</u>
Net Ticket Sales Subject to License Fee		\$127,269.16
Less: NJSEA Percentage of Proceeds		
\$0 - \$450,000	40%	\$50,907.66
\$450,001 - \$600,000	35%	\$0.00
Excess of \$600,000	30%	<u>\$0.00</u>
		<u>\$50,907.66</u>
Total Due Stars on Ice		\$76,361.50
Less:		
Aramark Bills		\$5,113.15
Credit Card Fees		\$843.30
Advertising Expenses due NJSEA		<u>\$30,965.50</u>
		<u>\$36,921.95</u>
Total Due Stars on Ice		\$39,439.55
Add:		
Advertising Expenses due IMG		\$12,015.60
Other:		<u>\$0.00</u>
		<u>\$12,015.60</u>
Total Due Stars on Ice		<u>\$51,455.15</u>



 Sergio Macich
 Vice President - Event Accounting



 Byron Allen
 International Merchandising Corporation

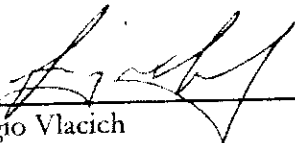


We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
Berkeley College Graduation
April 29, 2011**

Advance Deposits (4/6/2011 CK#159742)		\$10,000.00
Advance Deposits against Expenses (4/14/2011 CK# 160105)		<u>25,000.00</u>
Total Advances Deposits by Berkeley College Graduation		<u>\$35,000.00</u>
Less:		
Arena License Fee	\$10,000.00	
Reimbursable Arena Expenses (See Attached)	<u>29,584.00</u>	<u>39,584.00</u>
Total Due Berkeley College/(Authority)		<u>(\$4,584.00)</u>



 Sergio Vlacich
 Vice President-Event Accounting



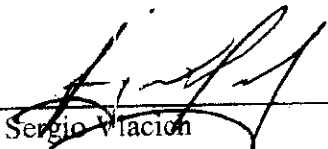
We Bring the World to New Jersey


Preliminary Settlement
RAMMSTEIN
MAY 5, 2011

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Gross Ticket Sales Revenue	\$761,121.50	
Less: NJ Sales Tax	<u>49,792.50</u>	
Revenue Subject to License Fee		\$711,329.00
Arena Licensee Fee	70,000.00	
Reimbursable Arena Expenses	<u>99,548.25</u>	<u>169,548.25</u>
Due Promoter (Authority)		541,780.75
Less: Advance By Authority	21,000.00	
Ticket Sales By Promoter	16,258.00	
Contingency	<u>0.00</u>	<u>37,258.00</u>
Due Promoter (Authority)		<u>\$504,522.75</u>

pa ck #
00009


Sergio V. Iacion
VP Finance


Wayne Goldberg
Live Nation
Promoter



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
NJ City Graduation
May 11, 2011**

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>33,387.88</u>	
Due Authority		\$53,387.88
Less: Payment by NJ City University		<u>45,000.00</u>
Due Authority		<u>\$8,387.88</u>

Sergio Vlacich
Vice President-Event Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Seton Hall University Graduation
May 16, 2011

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>\$31,998.89</u>	
Due Authority		\$51,998.89
Less: Payment by Seton Hall University		<u>50,000.00</u>
Due Authority/(Seton Hall)		<u>\$1,998.89</u>

Sergio Vlacich
Vice President-Event Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Fairleigh Dickinson University Graduation
May 17, 2011

Arena License Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>30,240.58</u>	
Due Authority		50,240.58
Less: Payment by Fairleigh Dickinson University		<u>20,000.00</u>
Due Authority		<u>\$30,240.58</u>

Sergio Vlacich
Vice President-Event Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Mounouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
William Paterson University Graduation
May 18, 2011

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>\$35,682.75</u>	
Due Authority		\$55,682.75
Less: Payment by William Paterson University		<u>50,000.00</u>
Due Authority/(William Paterson University)		<u>\$5,682.75</u>

Sergio Vlacich
Vice President-Event Accounting



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
Bergen Community College Graduation
May 19, 2011**

Arena Licensee Fee	\$10,000.00	
Reimbursable Arena Expenses	<u>31,235.14</u>	
Due Authority		\$41,235.14
Less: Payment by Bergen Community College		<u>35,000.00</u>
Due Authority/(Bergen Community College)		<u><u>\$6,235.14</u></u>

Sergio Vlacich
Vice President-Event Accounting



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Morrimouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Montclair State University Graduation
May 20, 2011

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>32,857.32</u>	
Due Authority		\$52,857.32
Less: Payment by Montclair State University		<u>20,000.00</u>
Total Due Authority/(Montclair State University)		<u>\$32,857.32</u>

Sergio Vlacich
 Vice President-Event Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
UMDNJ Graduation
May 25, 2011

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>28,696.81</u>	
Due Authority		\$48,696.81
Less: Payment by UMDNJ		<u>45,000.00</u>
Due Authority		<u>\$3,696.81</u>



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Morrmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
YESHIVA Graduation
May 26, 2011

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>30,096.17</u>	
Due Authority		\$50,096.17
Less: Payment by Yeshiva College		<u>45,000.00</u>
Due Authority		<u>\$5,096.17</u>



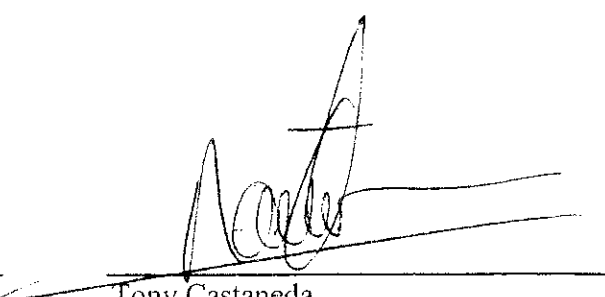
We Bring the World to New Jersey

Preliminary Settlement
CAMILO SESTO
JUNE 4, 2011

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Gross Ticket Sales Revenue	\$417,615.00	
Less: NJ Sales Tax	<u>27,321.00</u>	
Revenue Subject to License Fee		\$390,294.00
Arena Licensee Fee	65,000.00	
Less: Advance Deposit Rent	(20,000.00)	
Reimbursable Arena Expenses	<u>24,293.35</u>	<u>69,293.35</u>
Due Promoter (Authority)		321,000.65
Less: Advance By Authority	22,000.00	
Ticket Sales By Promoter	0.00	
Contingency	<u>0.00</u>	<u>22,000.00</u>
Due Promoter (Authority)		<u>\$299,000.65</u>


Sergio Vlacich
VP Finance


Tony Castaneda
Viva Entertainment
Promoter



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
Paramus Catholic High School Graduation
June 6, 2011**

Arena Licensee Fee	\$5,000.00	
Reimbursable Arena Expenses	<u>25,271.55</u>	
Total Due New Jersey Sports & Exposition Authority		\$30,271.55
Less: Payment by Paramus Catholic High School		<u>30,000.00</u>
Total Due New Jersey Sports & Exposition Authority		<u>\$271.55</u>



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
Ross University Graduation
June 10, 2011**

Arena Licensee Fee	\$20,000.00	
Reimbursable Arena Expenses	<u>30,024.24</u>	
Total Due New Jersey Sports & Exposition Authority		\$50,024.24
Less: Payment by Ross University		<u>50,000.00</u>
Total Due New Jersey Sports & Exposition Authority		<u>\$24.24</u>



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**New Jersey Sports & Exposition Authority
Final Settlement
Doo Wop Concert
June 11, 2011**

Amounts Due Richard Nader:

Excess Gross Admission Reven	\$0.00	
Consulting Fee	<u>\$82,100.00</u>	\$82,100.00

Less Payments made by NJSEA

Prior Payments - May 2011	\$41,050.00	
Ticket Sales by Promoter	\$0.00	
Advertising placed by NJSEA	\$0.00	
Posters	\$0.00	
Cash At Settlement	<u>\$20,000.00</u>	\$61,050.00

Total Due Richard Nader Entertainment / (NJSEA)	<u><u>\$21,050.00</u></u>
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Sergio Vladić
Event Accounting



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Preliminary Settlement
 Live Nation Worldwide, Inc Presents
NKOB/BSB
 June 12 & 13, 2011

Gross Ticket Sales Revenue 6/12/11	\$1,056,818.00 ✓	
Gross Ticket Sales Revenue 6/13/11	<u>\$501,886.66</u>	
Total Gross Ticket Sales	\$1,558,704.66	
Less: NJ Sales Tax	<u>101,971.33</u>	
Revenue Subject to License Fee		\$1,456,733.33
Arena License Fee 6/12/11	80,000.00	
Arena License Fee 6/13/11	60,000.00	
Reimbursable Arena Expenses 6/12/11	31,548.56	
Reimbursable Arena Expenses 6/13/11	<u>33,428.84</u>	
		<u>204,977.40</u>
Due Promoter (Authority)		1,251,755.93
Less: Cash to Promoter	13,325.00	
Ticket Receivable	93,574.16	
Contingency	0.00	
		<u>106,899.16</u>
Due Promoter (Authority)		\$1,144,856.77



 Sergio Vlacich
 Event Accounting



 Wayne Goldberg
 Live Nation Worldwide, Inc

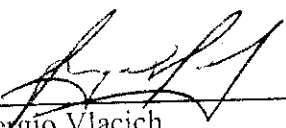



**Preliminary Settlement
Live Nation Worldwide, Inc Presents
GLEE
June 16 & 17, 2011**

We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Gross Ticket Sales Revenue 6/16/11	\$1,204,535.00	
Gross Ticket Sales Revenue 6/17/11	<u>\$1,196,898.00</u>	
Total Gross Ticket Sales	\$2,401,433.00	
Less: NJ Sales Tax	<u>157,103.00</u>	
Revenue Subject to License Fee		\$2,244,330.00
Arena Licensee Fee 6/16/11	70,000.00	
Arena Licensee Fee 6/17/11	70,000.00	
Reimbursable Arena Expenses 6/16/11	36,389.80	
Reimbursable Arena Expenses 6/17/11	36,801.80	
		<u>213,191.60</u>
Due Promoter (Authority)		2,031,138.40
Less: Advance By Authority	100,000.00	
Secondary Box Office	22,692	
Glee Film Shoot Expense	21,838.00 854	
Contingency	97,915.00	
	<u>0.00</u>	
		<u>219,753.00</u>
Due Promoter (Authority)		<u>\$1,811,385.40</u>
		<u>- 854</u>
		1,810,530.91


Sergio Vlacich
Event Accounting


Wayne Goldberg
Live Nation Worldwide, Inc

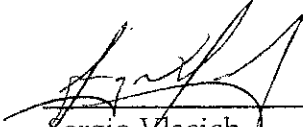


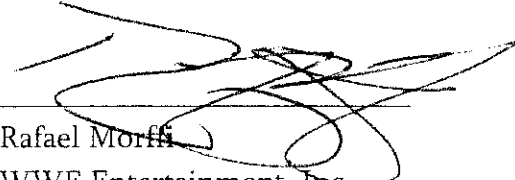
We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Preliminary Settlement
 WWE Supershow Live Event
 June 18, 2011

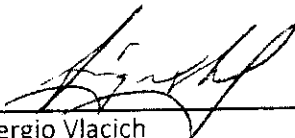
Gross Ticket Sales Revenue		\$336,170.00	
Less: NJ Sales Tax		<u>21,992.43</u>	
Revenue Subject to License Fee			\$314,177.57
Arena License Fee	15.0%	47,126.64	
Reimbursable Expenses		15,247.85	
Flat expense fee		<u>20,000.00</u>	<u>82,374.49</u>
Due Promoter (Authority)			231,803.08
Less: Cash to Promoter		487.34	
Ticket Receivable		2,967.00	
Ticket Refund Contingency		<u>0.00</u>	<u>3,454.34</u>
Due Promoter (Authority)			\$228,348.74
Add: Facility Fee Due WWE		11,566.36	
V-Plat Charges		<u>4,415.66</u>	<u>15,982.02</u>
Due Promoter (Authority)			<u>\$244,330.76</u>


 Sergio Vlacich
 Event Accounting


 Rafael Morfin
 WWE Entertainment, Inc.

**State Fair at the Meadowlands
June 24th - July 10th, 2011
Final Settlement**

<u>Estimated Cash Collected by NJSEA</u>		
EMF0624-EMF0710		\$2,335,547.00
EMFPOP11		\$63,065.00
EMFAIR11		<u>\$16,194.64</u>
Total Cash		\$2,414,806.64
Less: Sales Tax		(\$157,978.00)
Less: State Fair	Tina	(\$79,259.64)
Less: State Fair	Cash Advance	<u>(\$987,400.00)</u>
Net Ticket Cash		\$1,190,169.00
Total Cash Collected by NJSEA		\$1,190,169.00
<u>Amounts Due NJSEA</u>		
State Fair Net Revenues - Minimum Guarantee		\$450,000.00
Reimbursable Expenses		<u>\$392,440.94</u>
Total Due NJSEA		\$842,440.94
Total Due State Fair/(NJSEA)		<u>\$347,728.06</u>



Sergio Vlacich
Event Accounting



Tom Bellusci
State Fair, Inc.



We Bring the World to New Jersey


- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Preliminary Settlement
 Live Nation Worldwide, Inc Presents
SADE
 June 24, 2011

Gross Ticket Sales Revenue	\$1,451,964.00	
Less: NJ Sales Tax	<u>94,988.30</u>	
Revenue Subject to License Fee		\$1,356,975.70
Arena License Fee	85,000.00	
Reimbursable Arena Expenses	<u>68,466.29</u>	153,466.29
Due Promoter (Authority)		1,203,509.41
Less: Cash to Promoter	21,700.00	
V-Platinum	8,052.00	
Secondary Box Office	37,859.00	
Aramark Bill	961.55	
Contingency	<u>0.00</u>	<u>68,572.55</u>
Due Promoter (Authority)		<u>\$1,134,936.86</u>



 Ripal Desai
 Event Accounting



 Wayne Goldberg
 Live Nation Worldwide, Inc

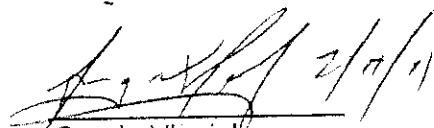


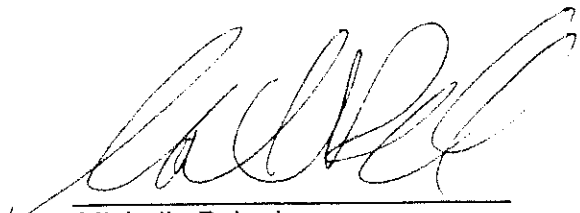
We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Preliminary Settlement
The Wiggles
"Big Birthday"
July 17, 2011**

Gross Ticket Sales		\$197,069.25	
Less: Sales Tax		<u>\$12,892.38</u>	
Net Ticket Sales		\$184,176.87	
Add: Event Sponsorship	\$0.00		<u>\$0.00</u>
Total Revenue Subject to Split			\$184,176.87
Less: Advertising	\$22,911.06		
Credit Card Commissions	\$340.19		
Group Sales Commissions (\$5,625 @ 10%)	<u>\$562.50</u>		<u>\$23,813.75</u>
Balance Subject To Split			<u>\$160,363.12</u>
Wiggles Live, USA, Inc. Share 65%			\$104,236.03
Less: Catering Invoices	\$3,739.38		
K-type Receivables	\$940.00		
Cash to Promoter	\$15,000.00		
Advertising Expense due NJSEA	<u>\$4,250.00</u>		<u>\$23,929.38</u>
Total Due Wiggles Live / (Authority)			\$80,306.65
Add: Share of Facility Fee	\$2,832.24		
Advertising Expenses paid by Wiggles	<u>\$0.00</u>		<u>\$2,832.24</u>
Total Due Wiggles Live / (Authority)			<u>\$83,138.89</u>


Sergio Vlacich
Event Accountant


Michelle Pekrol
The Wiggles Live USA, Inc.




We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Morrmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Preliminary Settlement
 Live Nation Worldwide, Inc Presents
RIHANNA
 JULY 21, 2011

Gross Ticket Sales Revenue	\$1,052,996.25	
Less: NJ Sales Tax	<u>68,887.61</u>	
Revenue Subject to License Fee		\$984,108.64
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>75,228.00</u>	
		<u>155,228.00</u>
Due Promoter (Authority)		\$28,880.64
Less: Cash to Promoter	31,000.00	
V-Platinum	9,488.50	
Secondary Box Office	78,631.50	
Aramark Bill	150.00	
Contingency	<u>0.00</u>	
		<u>119,270.00</u>
Due Promoter (Authority)		\$709,610.64



 Ripal Desai
 Event Accounting



 Wayne Goldberg
 Live Nation Worldwide, Inc

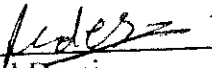


We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Final Settlement
The Voice Audition
July 22-23, 2011**

Arena Licensee Fee	40,000.00	
Reimbursable Arena Expenses	<u>37,741.00</u>	<u>77,741.00</u>
Due Authority		77,741.00
Less: Advance Payments by Licensee (CK#002335)		<u>81,995.00</u>
Due Authority/(Finnmax LLC.)		<u>(\$4,254.00)</u>



 Ripal Desai
 Event Accounting




We Bring the World to New Jersey

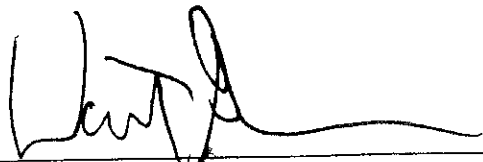
- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Montmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Preliminary Settlement
 Live Nation Worldwide, Inc Presents
BRITNEY SPEARS
 AUGUST 05, 2011

Gross Ticket Sales Revenue	\$1,750,058.25	
Less: NJ Sales Tax	<u>114,489.79</u>	
Revenue Subject to License Fee		\$1,635,568.46
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>91,450.01</u>	<u>171,450.01</u>
Due Promoter (Authority)		1,464,118.45
Less: Cash to Promoter	61,000.00	
V-Platinum	34,701.00	
Secondary Box Office	15,172.00	
K-Type	44,968.00	
Contingency	<u>0.00</u>	<u>155,841.00</u>
Due Promoter (Authority)		<u>\$1,308,277.45</u>



 Ripal Desai
 Event Accounting



 Wayne Goldberg
 Live Nation Worldwide, Inc

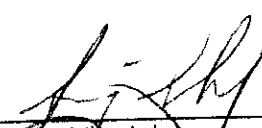


We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Preliminary Settlement
 Live Nation Worldwide, Inc & Cardenas Marketing Network, Inc Presents
MARC ANTHONY
 SEPTEMBER 9, 2011

Gross Ticket Sales Revenue	\$1,212,215.00	
Less: NJ Sales Tax	<u>79,303.79</u>	
Revenue Subject to License Fee		\$1,132,911.21
Arena License Fee	95,000.00	
Rental Fee - Add'l move-in day	5,250.00	
Reimbursable Arena Expenses	<u>51,916.73</u>	
		<u>152,166.73</u>
Due Promoter/(Authority)		980,744.48
Less:		
Cash to Promoter - Cardena Marketing Networ	100,000.00	
V-Platinum	0.00	
Secondary Box Office	717.50	
K-Type	75,127.00	
Aramark Bill	0.00	
Contingency	<u>0.00</u>	
		<u>175,844.50</u>
Due Promoter/(Authority)		\$804,899.98



 Sergio Vlacich
 Event Accounting



 Cardenas Marketing Network, Inc /
 Live Nation Worldwide




We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
American Idol Auditions/Callbacks
September 20-24, 2011

Arena Licensee Fee Audition	80,000.00	
Arena Licensee Fee Call backs	8,500.00	
Reimbursable Arena Expenses - Audition	83,629.49	
Reimbursable Arena Expenses - Callbacks	<u>20,063.25</u>	<u>192,192.74</u>
Due NJSEA		192,192.74
Less: Advance Payments by Licensee (Check# 110546)		<u>189,668.00</u>
Due NJSEA/(American Idol Production, Inc.)		<u>\$2,524.74</u>



Ripal Desai
Event Accounting



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Preliminary Settlement
 Metropolitan Talent Presents, LLC Presents
FOO FIGHTERS
 SEPTEMBER 26, 2011

Gross Ticket Sales Revenue	\$949,196.00	
Less: NJ Sales Tax	<u>62,096.93</u>	
Revenue Subject to License Fee		\$887,099.07
Arena License Fee	60,000.00	
Reimbursable Arena Expenses	<u>76,074.00</u>	
		<u>136,074.00</u>
Due Promoter (Authority)		751,025.07
Less: Cash to Promoter	0.00	
Secondary Box Office - Metropolitan Talent Presents	48,554.00	
Aramark Bill	241.02	
Contingency	<u>0.00</u>	
		<u>48,795.02</u>
Due Promoter (Authority)		<u>\$702,230.05</u>

Ripal Desai
Event Accounting

Ian Noble
Metropolitan Talent Presents, Inc



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

**Final Settlement
Sesame Street Live's
"Elmo Makes Music"
September 30 - October 2, 2011**

Gross Ticket Sales		\$306,600.25	
Less: Sales Tax		<u>\$20,057.96</u>	
Net Ticket Sales		\$286,542.29	
Facility Fees		14,035.50	
Less: Sales Tax		<u>\$918.21</u>	
Net Facility Fees		\$13,117.29	
Total Revenue Share			<u>\$299,659.58</u>
Less: Advertising	\$ 49,821.93		
Credit Card Commissions	\$539.76		
Royalties on Net Ticket Sales (5%)	<u>\$14,327.11</u>		<u>\$64,688.80</u>
Balance Subject To Split			<u>\$234,970.78</u>
VEE Corporation Share (\$0-\$200,000 VEE Share 50%)	\$100,000.00		
(\$200,000.01 & Above VEE Share 75%)	<u>\$26,228.09</u>		\$126,228.09
Add: Advertising Due VEE	\$ 2,455.55		
Advertising to Re-imburse Nassau Collesium	\$5,640.34		
Advertising Expenses-WPLJ Radio	(\$5,666.67)		
Royalties Due Vee Corporation	\$14,327.11		
Stagehand Labor due VEE	<u>\$3,992.32</u>		<u>\$20,748.65</u>
Total Due VEE Corporation			- <u>\$146,976.74</u>

Ripal Desai
Ripal Desai
Event Accountant
New Jersey Sports & Exposition Authority

Catherine Galvan
Catherine Galvan
Company Manager
VEE Corporation



We Bring the World to New Jersey

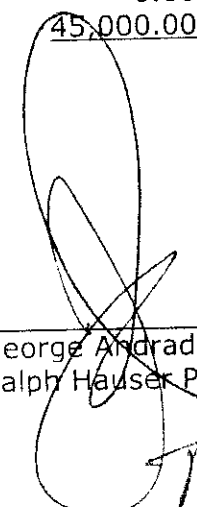
- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Preliminary Settlement
 Viva Entertainment & Ralph Hauser Promotions, Inc
VICENTE FERNANDEZ
 OCTOBER 29, 2011

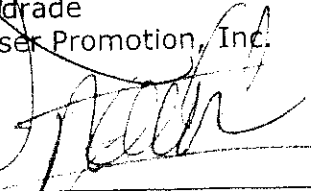
Gross Ticket Sales Revenue	\$768,268.00	
Less: NJ Sales Tax	<u>50,260.52</u>	
Revenue Subject to License Fee		\$718,007.48
Arena License Fee	75,000.00	
Less: Advance Deposit	(20,000.00)	
Reimbursable Arena Expenses	<u>44,148.00</u>	
		<u>99,148.00</u>
Due Promoter (Authority)		618,859.48
Less: Cash to Promoter	0.00	
V-Platinum	0.00	
Secondary Box Office	0.00	
K-Type	0.00	
Aramark Bill	0.00	
Contingency	<u>45,000.00</u>	
Due Promoter (Authority)		<u>45,000.00</u>
		<u>\$573,859.48</u>



 Ripal Desai
 Event Accounting



 George Andrade
 Ralph Hauser Promotion, Inc.



 Tony Castaneda
 Viva Entertainment



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

**Preliminary Settlement
Live Nation Worldwide, Inc Presents
JAY-Z & KANYE WEST
November 5 & 6, 2011**

Gross Ticket Sales Revenue 11/5	\$2,020,006.50	
Gross Ticket Sales Revenue 11/6	<u>\$1,979,409.00</u>	
Total Gross Ticket Sales	\$3,999,415.50	
Less: NJ Sales Tax	<u>261,644.00</u>	
Revenue Subject to License Fee		\$3,737,771.50
Arena License Fee 11/5	80,000.00	
Arena License Fee 11/6	80,000.00	
Reimbursable Arena Expenses 11/5	49,426.00	
Reimbursable Arena Expenses 11/6	<u>45,575.00</u>	
		<u>255,001.00</u>
Due Promoter (Authority)		3,482,770.50
Less: Cash to Promoter 11/5	9,500.00	
Secondary Box Office 11/5	254,938.00	
Secondary Box Office 11/6	152,931.50	
V-Plat 11/5	12,675.00	
V-Plat 11/6	12,675.00	
Contingency	<u>0.00</u>	
		<u>442,719.50</u>
Due Promoter (Authority)		\$3,040,051.00

Ripal Desai
Ripal Desai
Event Accounting

Wayne Goldberg
Wayne Goldberg
Live Nation Worldwide, Inc




We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
DAY Milan
November 12, 2011

Arena Licensee Fee	\$40,000.00	
Reimbursable Arena Expenses	<u>88,308.52</u>	\$128,308.52
Due Authority		
Less: Payment by DAY Milan		
Check # 185	20,000.00	
Check # 10132	<u>107,178.00</u>	<u>127,178.00</u>
Total Due Authority/(DAY Milan)		<u>\$1,130.52</u>


 Ripal Desai
 Event Accounting

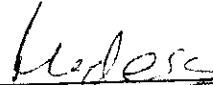


We Bring the World to New Jersey

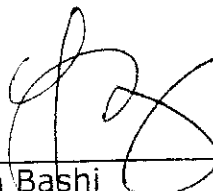
Meadowlands Racetrack
 Giants Stadium
 IZOD Center
 Monmouth Park Racetrack
 Boardwalk Hall
 Atlantic City Convention Center
 The Wildwoods Convention Center

Preliminary Settlement
 Live Nation Presents
GUNS N' ROSES
 NOVEMBER 17, 2011

Gross Ticket Sales Revenue	\$558,451.50	
Less: NJ Sales Tax	<u>36,534.21</u>	
Revenue Subject to License Fee		\$521,917.29
Arena License Fee	80,000.00	
Reimbursable Arena Expenses	<u>70,526.00</u>	150,526.00
Due Promoter (Authority)		371,391.29
Less: Cash to Promoter	37,000.00	
Secondary Box Office	16,725.00	
Contingency	<u>0.00</u>	53,725.00
Due Promoter (Authority)		<u>\$317,666.29</u>



 Ripal Desai
 Event Accounting



 Lisa Bashi
 Live Nation Worldwide, Inc



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Preliminary Settlement
 Live Nation Presents
JUDAS PRIEST
 NOVEMBER 18, 2011

Gross Ticket Sales Revenue	\$425,119.50	
Less: NJ Sales Tax	<u>27,811.56</u>	
Revenue Subject to License Fee		\$397,307.94
Arena License Fee	65,000.00	
Reimbursable Arena Expenses	<u>43,399.00</u>	
		<u>108,399.00</u>
Due Promoter (Authority)		288,908.94
Less: Cash to Promoter	0.00	
Secondary Box Office	4,250.00	
Contingency	<u>0.00</u>	
		<u>4,250.00</u>
Due Promoter (Authority)		<u>\$284,658.94</u>

Ripal Desai
 Ripal Desai
 Event Accounting

Lisa Bashi 11/18/11
 Lisa Bashi
 Live Nation Worldwide, Inc



We Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- IZOD Center
- Morrmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Final Settlement
Legends Classic Men's NCAA Basketball Games
November 19 & 21, 2011

Gross Ticket Sales Revenue	\$142,815.75	
Less: NJ Sales Tax	<u>9,343.09</u>	
Total Net Ticket Sales		\$133,472.66
Arena Share 10% in excess of \$120,000		
\$0-\$120,000		0.00
\$120,001-\$133,472.66		1,347.17
Gazella Group, Inc Share		<u>132,125.50</u>
Due The Gazelle Group, Inc		132,125.50
Less: Arena Rental Fees	60,000.00	
Cash to Promoter	430.00	
Reimbursable Expenses	<u>3,675.48</u>	<u>64,105.48</u>
Due The Gazelle Group, Inc		<u>\$68,020.02</u>

Ripal Desai
Ripal Desai
Event Accounting



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Final Settlement
Disney on Ice
Dare to Dream
November 22-27, 2011

Gross Ticket Sales Revenue		\$1,081,421.20
Less: New Jersey Sales Tax		(70,734.52)
Add: Special Seating (40 seats x 12 shows x \$35)+(8*\$35)		<u>17,080.00</u>
Total Gross Ticket Sales Revenue		\$1,027,766.68

Less:			
Advertising	288,717.11		
Group Sales Commissions	8,922.75		
Credit Card Commissions	24,920.52		
promotion	0.00		
Royalties	<u>123,332.00</u>		<u>445,892.38</u>

Adjusted Gross Receipts **\$581,874.30**

Feld Share (See Attached Schedule) \$349,124.58

Add:			
Advertising	287,275.23		
Traveling Stagehands	22,560.25		
Taped Narration & Musical Accompanimer	2,400.00		
ASCAP	1,950.00		
Royalties	123,332.00		
promotion	10,600.00		
Pyro Permits	<u>0.00</u>		<u>448,117.48</u>

Due to Promoter / (Authority) \$797,242.06

Less:			
Feld's secondary Box Office	0.00		
Telephones & T1 Line	350.00		
Advance Deposit by NJSEA	200,000.00		
GMA shoot	5,060.00		
Aramark Bills	<u>3,874.77</u>		<u>209,284.77</u>

Total Due Ringling Brothers **\$587,957.29**

Sergio Vlachich
New Jersey Sports and Exposition
Authority

Nicole Lee
Feld Entertainment, Inc.

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of November, 2006 by and between The New Jersey Sports and Exposition AUTHORITY, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY and AEG Live Productions, LLC at 145 West 45th Street, 9th floor, New York, NY 10036, hereinafter referred to as LICENSEE.

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview, and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

"High School Musical – The Concert"

Date(s): January 8, 2007
Time(s): 7:00pm – 10:00pm
Event Length(s): 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00am on the 8th day of January, 2007 and to the 9th day of January, 2007 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers/exhibitors for presentation of the event.

LICENSEE will present all applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY a License Fee based on the following attendance scale (turnstile count):

- \$60,000 plus stagehands – If attendance is less than 8,000
- \$70,000 plus stagehands – If attendance is between 8,000 – 12,000
- \$80,000 plus stagehands – If attendance is over 12,000

The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

Notwithstanding the above, the LICENSEE will be required to pay for stagehand labor, insurance, credit card commissions on box office sales only, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, dressing room furniture, backstage and barricade security, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE to the extent that such damages do not arise out of AUTHORITY's negligence or willful misconduct. Any monies thereafter due the LICENSEE shall be wired on Tuesday, January 9, 2007. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day. The AUTHORITY acknowledges receipt of the Artist Technical Rider and agrees to comply with its provisions as applicable to AUTHORITY and the Arena.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public in consultation with LICENSEE. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor, Lower Tier	\$56.50
Lower Tier, Upper Tier	\$46.50
Upper Tier	\$36.50

The \$2.00 facility fee, which the AUTHORITY will be entitled to retain, is on top of the ticket prices above.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) house tickets per show.

The AUTHORITY has the right to hold seats (TBD) for suite relocation for obstructed view suites due to production in sections 109, 110, 120 & 121. Of these relocated seats, (TBD) will be complimentary, and the remaining (TBD) may be purchased at the full ticket price.

e. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

Suite 121 shall be allocated to the LICENSEE.

f. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: NO COMP show except for suite tickets.

LICENSEE: NO COMP show except for suite tickets and promotional tickets approved by management.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour, unless the length time is exceeded due to AUTHORITY delay.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than force majeure or AUTHORITY default, \$80,000.00 shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all approved expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

"High School Musical – The Concert"

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement.

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws. In addition, LICENSEE shall carry Employers Liability Coverage for a limit of not less than \$500,000.

LICENSEE agrees to obtain, at its own cost and expense, an Inland Marine Insurance Policy on a replacement cost basis covering all personal property of the LICENSEE including property of others used in connection with the show, with the exception of property owned by the AUTHORITY. The policy shall contain a waiver of subrogation in favor of the AUTHORITY.

The AUTHORITY will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of

subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, its contractors or patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payments, such sums as shall be reasonably necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons, its employees, agents and subcontractors admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided 10 days prior to the event to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security, and the AUTHORITY shall indemnify LICENSEE against any and all claims for loss, injury or damage arising out of reasonable security and crowd management activities. Artist shall have complete control of sound and lights unless safety dictates otherwise.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non-event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the

aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied, except for backstage catering, by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. Artist travels with its own tour caterer and shall pay no buyout for such right.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top, and 85/15 on CD's and DVD's only. The merchandise deal shall revert to a 80/20 split from dollar one should a \$8.00 per cap be reached.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the ARTIST.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast. To the extent such claims, damages, liability, cost and expenses do not arise out of AUTHORITY negligence.

18. **RECORDING**

LICENSEE agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer, performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege. Notwithstanding the above, subject to a separate agreement between the AUTHORITY and the performer, performer's agent or authorized representative of the performer, LICENSEE shall be permitted to record the event for archival use.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement. The AUTHORITY hereby acknowledges approval of the "High School Musical - The Concert" concert.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas, and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon or spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. Fifteen parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and unless such injury or damage is a result of negligence of the AUTHORITY or its agents, watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. Notwithstanding anything contained herein, LICENSEE'S indemnification obligations hereunder shall not apply if loss, damage, liability or injury is due to AUTHORITY'S negligence or willful misconduct.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any

person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of LICENSEE'S patrons, employees, agents and subcontractors admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY. All signage in the bowl of the Arena must be turned off when the performance begins.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY or LICENSEE impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons, with reasonable cause.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 5:30pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public; however, no refunds shall be authorized without the mutual approval of LICENSEE and AUTHORITY, and such authority shall not be unreasonably withheld, delayed or conditioned. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not reasonably possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to ARTIST approval and ARTIST contract restrictions.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above unless delay is due to AUTHORITY.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

Neither AUTHORITY nor LICENSEE will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made by LICENSEE or AUTHORITY in any material covenant or agreement therein contained, and not cured in a reasonable amount of time, this permit and the relationship of the parties at the option of the non-defaulting party shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession however, AUTHORITY shall not interfere with the performance of the Event by Artist if such performance can reasonably occur without causing AUTHORITY irreparable harm and the said LICENSEE shall notwithstanding, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with

the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees. LICENSEE must be given the reasonable opportunity to remedy any breach.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSEE or AUTHORITY or which the AUTHORITY or LICENSEE is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY provided however the AUTHORITY agrees to notify and provide a reasonable opportunity to address the AUTHORITY'S concerns. If such concerns are not properly addressed then the AUTHORITY shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement, including Artist Technical Rider sets forth the entire understanding between the AUTHORITY and the LICENSEE, and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the LICENSEE, AUTHORITY, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**

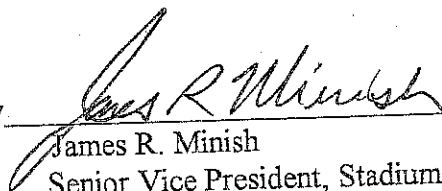
The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

49. **ADVANCE FUNDS**

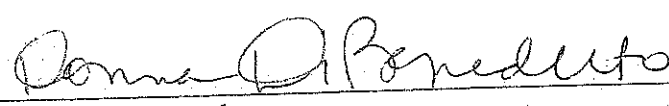
In the event that for any reason other than breach by the AUTHORITY that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the AUTHORITY all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the AUTHORITY, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the AUTHORITY from bringing direct action against the performers of the performer's entity for recovery.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President, Stadium and Arena

AEG LIVE Productions, LLC

By 
Donna DiBenedetto
Director of Touring

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of November, 2006 by and between The New Jersey Sports and Exposition AUTHORITY, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY and AEG Live, Productions, LLC at 145 West 45th Street, 9th floor, New York, NY 10036, hereinafter referred to as LICENSEE.

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview, and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Slim-Fast Presents Dancing With The Stars – The Tour

Date(s): February 1, 2007 ✓
Time(s): 7:30pm – 10:30pm ✓
Event Length(s): 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00am on the 1st day of February, 2007 and to the 2nd day of February, 2007 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers/exhibitors for presentation of the event.

LICENSEE will present all applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY a License Fee based on the following attendance scale (turnstile count):

- \$60,000 plus stagehands – If attendance is less than 8,000 ✓
- \$70,000 plus stagehands – If attendance is between 8,000 – 12,000 ✓
- \$80,000 plus stagehands – If attendance is over 12,000 ✓

The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

Notwithstanding the above, the LICENSEE will be required to pay for stagehand labor, insurance, credit card commissions on box office sales only, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, dressing room furniture, backstage and barricade security, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE to the extent that such damages do not arise out of AUTHORITY's negligence or willful misconduct. Any monies thereafter due the LICENSEE shall be wired on Friday, February 2, 2007. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day. The AUTHORITY acknowledges receipt of the Artist Technical Rider and agrees to comply with its provisions as applicable to AUTHORITY and the Arena.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public in consultation with LICENSEE. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor	\$93.00 ✓
Lower Tier	\$56.50 ✓
Upper Tier	\$46.50 ✓

The \$2.00 facility fee, which the AUTHORITY will be entitled to retain, is on top of the ticket prices above.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) house tickets per show.

The AUTHORITY has the right to hold seats ~~(TBD)~~ ^{TBD} for suite relocation for obstructed view suites due to production in sections 109, 110, 120 & 121. Of these relocated seats, ~~(TBD)~~ will be complimentary, and the remaining (TBD) may be purchased at the full ticket price. 42

e. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

Suite 121 shall be allocated to the LICENSEE.

f. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: NO COMP show except for suite tickets.

LICENSEE: NO COMP show except for suite tickets and promotional tickets approved by management.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour, unless the length time is exceeded due to AUTHORITY delay.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than force majeure or AUTHORITY default, \$80,000.00 shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all approved expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Slim-Fast Presents Dancing With The Stars – The Tour

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement.

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws. In addition, LICENSEE shall carry Employers Liability Coverage for a limit of not less than \$500,000.

LICENSEE agrees to obtain, at its own cost and expense, an Inland Marine Insurance Policy on a replacement cost basis covering all personal property of the LICENSEE including property of others used in connection with the show, with the exception of property owned by the AUTHORITY. The policy shall contain a waiver of subrogation in favor of the AUTHORITY.

The AUTHORITY will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, its contractors or patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payments, such sums as shall be reasonably necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons, its employees, agents and subcontractors admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided 10 days prior to the event to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security, and the AUTHORITY shall indemnify LICENSEE against any and all claims for loss, injury or damage arising out of reasonable security and crowd management activities. Artist shall have complete control of sound and lights unless safety dictates otherwise.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non-event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied, except for backstage catering, by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. Artist travels with its own tour caterer and shall pay no buyout for such right.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top, and 85/15 on CD's only. The merchandise deal shall revert to a 80/20 split from dollar one should a \$8.00 per cap be reached. ✓

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the ARTIST.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast. To the extent such claims, damages, liability, cost and expenses do not arise out of AUTHORITY negligence.

18. **RECORDING**

LICENSEE agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer, performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege. Notwithstanding the above, subject to a separate agreement between the AUTHORITY and the performer, performer's agent or authorized representative of the performer, LICENSEE shall be permitted to record the event for archival use.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement. The AUTHORITY hereby acknowledges approval of the Slim-Fast Presents Dancing With The Stars – The Tour concert.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas, and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon or spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. Fifteen parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and unless such injury or damage is a result of negligence of the AUTHORITY or its agents, watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. Notwithstanding anything contained herein, LICENSEE'S indemnification obligations hereunder shall not apply if loss, damage, liability or injury is due to AUTHORITY'S negligence or willful misconduct.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFAACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of LICENSEE'S patrons, employees, agents and subcontractors admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY. All signage in the bowl of the Arena must be turned off when the performance begins.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY or LICENSEE impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons, with reasonable cause.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public; however, no refunds shall be authorized without the mutual approval of LICENSEE and AUTHORITY, and such authority shall not be unreasonably withheld, delayed or conditioned. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not reasonably possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to ARTIST approval and ARTIST contract restrictions.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above unless delay is due to AUTHORITY.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

Neither AUTHORITY nor LICENSEE will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made by LICENSEE or AUTHORITY in any material covenant or agreement therein contained, and not cured in a reasonable amount of time, this permit and the relationship of the parties at the option of the non-defaulting party shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession however, AUTHORITY shall not interfere with the performance of the Event by Artist if such performance can reasonably occur without causing AUTHORITY irreparable harm and the said LICENSEE shall notwithstanding, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees. LICENSEE must be given the reasonable opportunity to remedy any breach.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSEE or AUTHORITY or which the AUTHORITY or LICENSEE is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY provided however the AUTHORITY agrees to notify and provide a reasonable opportunity to address the AUTHORITY'S concerns. If such concerns are not properly addressed then the AUTHORITY shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement, including Artist Technical Rider sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the LICENSEE, AUTHORITY, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**

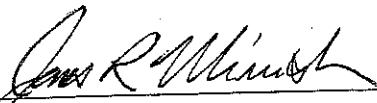
The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

49. **ADVANCE FUNDS**

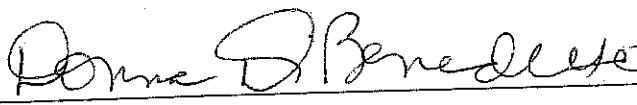
In the event that for any reason other than breach by the AUTHORITY that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the AUTHORITY all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the AUTHORITY, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the AUTHORITY from bringing direct action against the performers of the performer's entity for recovery.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President, Stadium and Arena

AEG LIVE Productions, LLC

By 
Donna DiBenedetto
Director of Touring

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of December, 2006 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Ardee Festivals NJ, Inc. at 650 Madison Avenue, New York, NY 10022 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Toby Keith Concert

Date: February 2, 2007

Time: 7:30 pm – 11:30 pm

Event Length: 4 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 2nd day of February, 2007 and to the 3rd day of February, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Toby Keith
Miranda Lambert

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

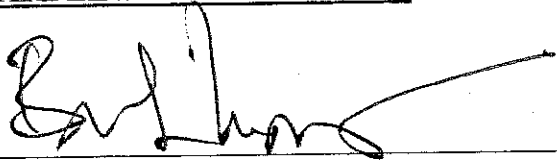
48. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President – Stadium/Arena

ARDEE FESTIVALS NJ, INC

By 
Bruce Moran
President

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$68.00
Upper Tier	\$35.00
Upper Tier	\$27.00

The ticket price includes a \$2.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.

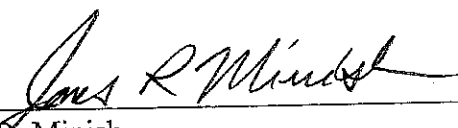
C. \$3.00 per ticket on suite tickets sold, not of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

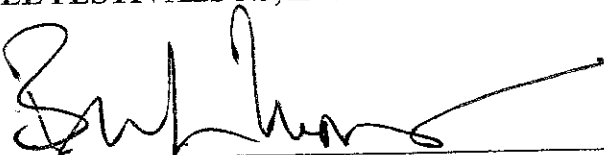
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President – Stadium/Arena

ARDEE FESTIVALS NJ, INC

By 
Bruce Moran
President



HARLEM GLOBETROTTERS STANDARD MULTI-YEAR AGREEMENT

This AGREEMENT dated November 16, 2005 by and between **HARLEM GLOBETROTTERS INTERNATIONAL, INC.**, a Nevada corporation, One Arizona Center, 400 E. Van Buren Street, Suite 300, Phoenix, Arizona, 85004 ("Producer") and **THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**, 50 State Route 120, East Rutherford, NJ 07073 ("Operator").

Operator hereby agrees to furnish facilities (the "Arena") for the presentation of a Harlem Globetrotters Basketball Show (the "Performance"), and to make said facilities available to the Producer from 6:00 A.M. until 11:00 P.M. on the Performance date listed below, and Producer hereby agrees to use the Arena, upon and subject to all of the provisions set forth below and attached hereto. **Notwithstanding the above, Producer understands that there may be other hockey and basketball games on the selected performance dates as part of a doubleheader. The Producer will not have access to the building at the times stated above for these dates.**

ARENA NAME AND LOCATION:

**CONTINENTAL AIRLINES ARENA
50 STATE ROUTE 120
EAST RUTHERFORD, NJ 07073
201-935-3900**

PERFORMANCE:

SATURDAY, FEBRUARY 18, 2006 at 1:00PM
~~**MONDAY, FEBRUARY 20, 2006 at 1:00PM**~~
SATURDAY, FEBRUARY 17, 2007 - 1:00PM
MONDAY, FEBRUARY 19, 2007 at 1:00PM

NUMBER OF SEATS:

Operator certifies that capacity for this performance is 19,191. If such capacity is reduced following the full execution of this contract, Operator shall reimburse the Producer for the number of the reduced seats at the average ticket price.

TIME LINE:

- **Move In:** Approximately four (4) hours prior to Performance, unless otherwise notified.
- **Globetrotter University:** Operator agrees to open one single entrance, mutually agreeable to both parties, for Globetrotter University, one (1) hour prior to doors opening to the general

public. Globetrotter University will begin approximately thirty (30) minutes prior to doors opening to the general public and last approximately fifteen-twenty (15-20) minutes.

- **Doors Open to General Public:** 12:00PM; approximately one (1) hour prior to start of Performance.
- **Start of Performance:** 1:00PM
- **Length of Performance:** Approximately two (2) hours. The Performance has four (4) ten (10) minute quarters with a half-time intermission; (occasionally, a running clock may be used during game time).
- **Autograph Session:** Immediately following game. There shall be an autograph session lasting no more than thirty (30) minutes.
- **Move Out:** Approximately three (3) hours after scheduled start of Performance.

CREDIT CARD FEES: fees to be paid by Operator and Producer (see below, page 3).

GROUP SALES COMMISSION: All commissions paid for Group Sales must be approved by Producer's Marketing Directors and said commissions shall be paid after applicable facility fees and taxes.

ADMISSIONS TAX: It is agreed by both parties that the following taxes shall be assessed on Gross Ticket Sales only, and deducted from Gross Sales before any and all Divisions of Proceeds (as defined below):

State **6% - New Jersey state sales tax**

City N/A %

Other N/A %

Operator shall be responsible for collecting and submitting payment for all admission taxes (and other such taxes) and for the filing of any reports and returns with respect thereto. Operator shall hereby indemnify and hold Producer harmless from any and all cost and liability with respect thereto. Operator agrees to furnish to Producer receipts for the payment of all such taxes.

FACILITY FEE: **NONE**

I. DIVISION OF PROCEEDS:

The "Adjusted Gross Admission Proceeds" defined as all proceeds derived from the sale of all tickets from both games, including but not limited to Main Concourse seating, Club Level seating and Mezzanine seating, Sponsorship revenue (as defined in Section VIII), etc., less:

1. any applicable admission taxes;
2. the advertising, publicity and Group Sales materials expense billed at **Gross** as defined in Section VII;
3. credit card charges at the box office only;
4. the expense for two (2) stagehands, per performance, for follow spot operation only;

shall be divided in accordance with the percentages as set forth below:

Share to Producer

60%

Share to Operator

40%

II. MERCHANDISE:

Producer and/or its designee, ("Merchandiser"), shall have the exclusive right to furnish and distribute all programs, novelties, and souvenirs, ("Merchandise"), in connection with the Harlem Globetrotters or the Performance(s). Such Merchandise, the nature of which shall be determined at the sole discretion of Producer, shall be the only Merchandise items sold and displayed before, during and after the Performance(s).

1. All gross proceeds received from the sale of Merchandise, less the payment of sales taxes and credit card fees, shall be called the Net Merchandising Proceeds which shall be divided between Operator and Producer in accordance with the respective percentages as set forth below:

Share to Producer

Share to Operator

Novelties, Programs, & Souvenirs 60%

40%

Basketballs, Large & Small 80%

20%

ARAMARK SHALL SELL PRODUCER'S MERCHANDISE

2. Operator shall provide prominent and adequate space for Merchandiser to vend such Merchandise, and Operator agrees that Merchandiser shall, as it may require, have reasonable access to appropriate hall facilities and areas adjacent to the venue.

3. It is understood that the term "Merchandise" as used herein shall not include food such as hot dogs, burgers or nachos, refreshments, parking or checkroom services.
4. Operator shall retain all proceeds from the sale of food concessions.

III. THE ARENA

- A. Operator shall, at its sole expense, furnish the Arena to include the following:
1. audience seats of a number no less than as specified on the cover page;
 2. facilities, supplies, equipment (including, but not limited to, two (2) spotlights, Jumbotron/video board and Clearcom communication), team dressing room requirements (including, but not limited to, locker room refreshments, towels and hot meals between games on double-header dates) and staffing/stagehands (including, but not limited to, a scoreboard operator, a house person to turn house lights off and on, Jumbotron/video board operator) as specified in the Harlem Globetrotter Technical Rider attached hereto and made part of this Agreement as required for the professional presentation of Producer;
 3. 10' X 10' space, in a high traffic area, for each of the Producer's sponsors. There shall be no fees or commissions paid to Operator for said space. **Producer shall advance the number of sponsor spaces needed;**
 4. storage space in the Arena sufficient for the equipment required for the Performance(s);
 5. the Arena and all other facilities included therein, in good, clean and safe condition;
 6. full compliance with all applicable governmental statutes, regulations, ordinances and codes relating to health, safety, maintenance, fire or otherwise, with respect to the Arena building and any part thereof, any equipment or facility contained therein and any activity carried on therein, whether by Operator or others;
 7. heated and ventilated dressing rooms, audience seating areas, and such other parts of the Arena as may be necessary for the proper comfort of the audience and the performers;
 8. all licenses required under any applicable governmental statutes, regulations, ordinances or codes with respect to the operation of the Arena and the hosting of the Performance; (excluding rights of music for the Performance)
 9. discharge all obligations imposed on Operator by any federal, state or local law, regulation, ordinance, code or order now or hereafter in force with respect to employees, including, but not limited to, taxes, unemployment compensation or insurance, disability insurance, social security and workers' compensation, and Operator shall file all returns and reports and pay all assessments, taxes, contributions and other sums required in connection therewith;

10. all personnel, equipment and facilities necessary to adequately safeguard Producer and its employees from thefts of personal property, and any other damage or injury to their person or property;
 11. ushers, door keepers, electricians, ticket sellers, telephone operators, cleaners, watchmen, security guards, firemen, and all other personnel to operate the Arena and to carry out the obligations of Operator under this Agreement;
 12. conform to, comply with and abide by all applicable labor or collective bargaining agreements to which Producer and/or Operator are or may become a party, as the same now exist or may be amended; and
 13. reimburse Producer for fees and expenses which may be incurred by Producer as a result of Operator's default or failure to provide any of the foregoing.
- B.** Operator shall not permit the use of the Arena, or any part thereof, for the presentation of any basketball exhibition for a period of eight weeks prior to the Performance and six weeks subsequent to the Performance and warrants and represents that no such presentation will be made. A professional league, collegiate, high school or local amateur basketball game shall not be considered a basketball exhibition.

IV. HARLEM GLOBETROTTERS INTERNATIONAL, INC.

A. Producer shall, at its sole expense:

1. furnish the performers appearing in the Performance(s), and such other persons as the Producer in its sole discretion may determine;
2. carry and maintain in full force and effect for all of its employees worker's compensation insurance and such other insurance for its employees as may be required by any applicable governmental statutes, regulations, ordinances and codes;
3. obtain all licenses and clearances required for the music, dialogue, and other material utilized in the Performance; and
4. furnish transportation for its employees and their property to the city and for its equipment and materials to and from the Arena.

- B.** Persons furnished as performers or otherwise in connection with the Performance(s) are subject to change at any time at the sole discretion of Producer. Producer does not warrant or represent that any particular individual performer or performers will appear in the Performance(s). Failure of a particular individual performer or performers to appear in the Performance(s) shall not constitute a breach of this Agreement.

V. TRADEMARKS AND REGISTRATIONS

- A. As between Producer and Operator, Producer retains sole and exclusive ownership and control of all of the properties, materials and rights of Harlem Globetrotters International, Inc. and any other third party marks used by the Harlem Globetrotters in connection with its basketball exhibitions, including certain service marks, trademark registrations and attendant goodwill relating to, inter alia, the unique entertainment services in the nature of basketball exhibitions performed in the United States and the world (such marks including, but not limited to the following registered trademarks: "Harlem Globetrotters," "Globetrotters," "Magicians of Basketball," "Magic Circle," and "Globie") and certain designs, characters, symbols, logos, musical renditions, likenesses and visual representations heretofore used in connection with said marks. Operator is licensed to use the aforesaid marks and the names and likenesses of the performers only during the period beginning with the group sales and/or advertising campaign through **February 20, 2006 and February 19, 2007** and to the extent expressly authorized by Producer.
- B. The Arena shall insure that the Performance(s) shall not, in whole or in part, be recorded or carried by any means outside the Arena, without the prior, written consent of Producer, except for bona fide news coverage.
- C. If Producer authorizes broadcast coverage, phonograph or tape recordings, motion pictures or other commercial tie-ups of the Performance(s) hereunder, any and all proceeds therefrom shall belong to Producer.
- D. The "Magic Circle" shall not be video taped, filmed or broadcast by anyone other than Producer. There shall be no exceptions.
- E. The rights to any and all audio and/or visual transmission, reproduction or recording of the Performance in the Arena, or any part thereof, shall be the sole and exclusive property of the Producer, whether the same be for simultaneous, in-house or subsequent use, except for bona fide news coverage by local media as set forth in Section III.B. above.

VI. SALE OF TICKETS

- A. **Printing.** Operator shall, prior to the commencement of the advance sale of tickets, and subsequent to mutual determination by Operator and Producer of ticket prices and locations:
1. cause to be printed tickets for all audience seats in the Arena or arrange for sale of tickets through a computer ticket service, and
 2. furnish to Producer a certified printer's manifest or a certified computer program manifest of all tickets, together with a summary showing the number of seats at each price for each Performance.

B. Sale.

1. Prior to the Performance:

a. Operator and Producer shall mutually agree upon a date to place tickets for the Performance(s) on sale and Operator shall from that time until the end of the Performance furnish the facilities and personnel (including box offices, ticket sellers, telephone lines and operators) required for the proper sale of tickets at the Arena and at such other places as may customarily be utilized by the Operator for such purposes.

b. The box office at the Arena shall remain open at least seven (7) hours per day during normal box office hours. **Box Office hours are 11:00AM to 6:00PM, Monday through Saturday.**

c. Operator will insure that ticket information will be readily available to the public by supplying adequate telephone lines and operators during the time the box office is open.

d. Operator shall provide sufficient ticket sellers to properly service the public two (2) hours prior and throughout each Performance.

2. Operator shall furnish Producer with complete daily reports of tickets sold and other ticket sales information beginning the day after Performance tickets have gone on sale. Ticket sales information shall include such information as ticket outlet, telephone/credit card, discount and cumulative ticket sales.

3. Immediately after each Performance, Operator shall furnish Producer with a complete report showing the number of tickets sold and unsold, complimentary tickets issued for said Performance, and all other information relevant to the proceeds from the sale of tickets for said Performance, including a box count of all tickets collected for said Performance, and shall at such time have all unsold tickets available for inspection by Producer. Operator shall grant Producer approval to directly access TicketMaster for all ticket sales pertaining to Harlem Globetrotters International.

4. All ticket sales and/or box office reports are strictly CONFIDENTIAL and are not to be given or reported to any media, trade publications, newspapers, etc., without written approval by Producer

C. Gross Admission Proceeds. Operator shall be responsible for the collection of all monies and proceeds of the sale of tickets, including Main Concourse seating, Club Level seating and Mezzanine seating and shall, at its own expense:

1. bond all ticket sellers and other persons handling such monies and proceeds of an amount sufficient to cover the value of the monies and proceeds handled by them, and

2. insure such monies and proceeds against all other risks which might result in a loss thereof. The Gross Admission Proceeds shall be a confidential matter between Producer

and Operator and this information shall not be disclosed to any unauthorized individual(s) without the written consent of the other party.

3. In addition to above, Gross Admission Proceeds **does not** include all Suite sales, which represents a total of **466** tickets and a total of **29** Suites. **Suite tickets are complimentary. Suite tickets are manifested.**

D. Complimentary Tickets.

1. Operator shall set aside for the exclusive use of Producer's Team Tour Manager sixty (60) complimentary seats for each Performance at the highest prices (**shall not be MAGIC CIRCLE seats**) located behind the Harlem Globetrotters players' bench.
 2. Operator shall set aside for the exclusive use of Harlem Globetrotters Corporate Office sixty (60) complimentary seats for each Performance at the highest prices (**shall not be MAGIC CIRCLE seats**) located in the Center Section.
 3. Operator shall honor all written requests for complimentary tickets by Producer. In addition Operator shall honor all official complimentary ticket coupons used in Producer's advertising, promotional campaign, and sponsorship ticket requirement.
 4. **MAGIC CIRCLE and VIP tickets shall not be issued or used as complimentary, discounted or Group Sales tickets without the express written consent of the Producer.** MAGIC CIRCLE and VIP tickets issued without the express written consent of the Producer shall be deemed paid admissions valued at the manifested ticket price per ticket for the purpose of computing the Gross Admissions Proceeds to the Performance hereunder.
 5. Trade tickets used in the Advertising, Publicity & Group Sales campaign must be approved by Producer's Marketing Department prior to distribution.
 6. Operator will be entitled to the following number of complimentary tickets: **One percent (1%) of manifested seating capacity.**
- F. Records and Inspection.** Operator shall maintain full and complete accounting and other records with respect to the sale of tickets and the proceeds thereof and Producer and accountants of Producer shall have the right at all reasonable times to examine all such records or to verify the program of the computer ticket service. Throughout the duration of this Agreement and for a period not exceeding six (6) months following the completion of the Performance, Producer or its authorized representatives shall have the right to audit any and all accounts and other records relating to this Agreement including, but not limited to, box office and admission proceeds, any and all other ticket proceeds, advertising expenses and agreements, and admission taxes. Such right to audit may be exercised upon reasonable notice to the Operator.

VII. ADVERTISING, PUBLICITY & GROUP SALES

- A. The advertising, publicity and Group Sales budget shall be mutually agreed upon at **Gross** by the Producer and the Operator. The budget shall itemize advertising expenses, publicity/advance ambassador expenses, and Group Sales material expenses. Any media commission, group sales commission, any marketing company's fee or any other commission shall not be included in the budget and shall be at the sole expense of the Operator.
- B. With respect to the billing of advertising, publicity and Group Sales material expense, all advertising, publicity and Group Sales material expense shall be billed at **Gross**. All such billing shall be completed at the offices of the Operator (or Arena) and Operator (or Arena) shall draw and issue checks for all such media expenses without any commission resulting therefrom being billed to Producer.
- C. Operator shall, at its sole cost and expense, unless specified in Division of Proceeds on Page 3, provide for an advertising, publicity, and Group Sales campaign billed at **Gross** for the Performance(s) under the supervision of Producer and shall, in connection with said campaign, expend no more or no less than the amount mutually agreed upon, between Producer and Operator, without the prior written consent of Producer. Twelve weeks prior to the Performance, Operator shall furnish Producer with proposed budget allocations of advertising, publicity, and Group Sales expenses. Detailed schedules of newspaper advertisements, radio and television commercials shall be furnished to Producer not less than eight weeks in advance of the first Performance. The campaign shall commence at least four weeks prior to the first Performance at the Arena and shall continue through the date of the last Performance.
- D. The objective of the campaign shall be to attain the greatest possible amount of ticket sales for the Performance(s) at the Arena using various forms of advertising media, including radio and television broadcasting, outdoor and transit advertising, and newspapers of general circulation. Operator shall utilize the advertising and promotional materials, designs and forms designated by Producer without modification and shall use no other advertising or promotional materials, designs and forms without the prior written consent of Producer. Production costs incurred by Operator for radio, television, newspaper or other advertising materials shall not be included in the advertising or publicity expenses unless otherwise agreed by Producer. The campaign shall feature the name "Harlem Globetrotters." Producer shall furnish Operator with advertising and promotional materials prior to the Performance. Such materials shall include a press kit and one set of photographs of performers.
- E. Any promotional materials or merchandise that Producer and Operator deem appropriate to the campaign shall be paid for according to the Producer's price schedule. Operator shall not utilize the advertising and promotional materials, designs and forms designated by Producer subsequent to the advertising campaign without the prior written consent of Producer.

- F. With respect to Magic Circle seating in the Arena for the event hereunder, there shall be no promotional item ("Premium") with the purchase of a Magic Circle admission ticket.

VIII. SPONSORSHIP(S)

- A. All sponsorship revenue derived from any designated local sponsor(s) secured by Operator and/or Producer shall be shared by adding said sponsorship revenue to the Gross Admission Proceeds prior to its division.
- B. If Operator obtains sponsorship revenue from a single local sponsor in excess of \$5,000, Operator shall be entitled to receive a commission of 20% of said sponsorship revenue. The remainder of sponsorship funds shall be added to Gross Admission Proceeds prior to division. In no other instance shall Operator or Producer be entitled to any fee or commission with respect to sponsorship revenue.
- C. Any expense associated with sponsorship agreements such as, but not limited to, banners, floor decals, pre/post game parties shall be included in the advertising, publicity and Group Sales materials expense budget and deducted from the Gross Admission Proceeds.
- D. Producer shall retain One Hundred Percent (100%) of any sponsorship revenue derived from any regional, national, and international corporate sponsor(s) secured solely by Producer.
- E. Producer shall be allowed to display any of Producer's regional, national, and international sponsors' banners and/or signage in the Arena during the Performance, at Producer's press conferences, and at events promoting Performance(s). Also, Operator shall supply, upon request, a 10' X 10' space, in a high traffic area, for each of the Producer's sponsors. There shall be no fees or commissions paid to Operator for said space. No sponsorship may conflict or compete, as the Operator in its sole discretion may reasonably determine, with any other advertising at the venue.
- F. Producer must approve in writing all local sponsors secured by Operator. In addition Producer must approve in writing the use and placement of all logos and the copy of local sponsors in all advertising for the Performance.

X. ADA

Operator is responsible for compliance with Title II of the Americans with Disabilities Act of 1990 or as amended and all regulations thereunder as they shall or may relate to permanent Arena access accommodations such as, but not limited to, wheelchair ramps, elevator standards, door width standards and rest room accessibility. In addition, Operator should be prepared to respond to reasonable requests for auxiliary aids from patrons with disabilities and shall bear the

financial cost of providing auxiliary aids such as assistive listening device rental, readers and interpreters.

X. INSURANCE AND INDEMNIFICATION

Thirty (30) days prior to the Event, Operator shall provide Producer with certificate(s) of insurance evidencing that insurance policies covered by this paragraph are with an insurance company recognized as an authorized carrier in the state where the Arena is located, and acceptable to Producer.

Said certificate(s) and policy shall be in a form and content satisfactory to Producer, which shall:

1. provide Commercial General Liability having a combined single limit (bodily injury, property damage and personal injury) of at least \$1,000,000.00 per occurrence, (\$2,000,000.00 aggregate);
2. provide Workers' Compensation insurance coverage and Employer's Liability for Operator's employees;
3. specify as additional insureds; **Harlem Globetrotters International, Inc.**
4. indemnify and hold Producer harmless during the term of this Agreement from any and all claims, demands, judgments, losses and expenses, including reasonable attorney's fees, which may be made against Producer and which is in any way related to the Arena or to the Performance in the Arena, except those claims which may arise through the negligence of the Producer or its employees;
5. to the extent not covered by insurance, Operator shall and does hereby indemnify and hold Producer harmless from and against any loss, damage, cost or expense arising out of or in any way related to Producer's occupancy of the premises or use of the Arena (except in any case where such loss, damage, cost or expense is caused by the negligence of the Producer or its employees);
5. when timely requested, Producer shall furnish to the Operator or facility a certificate of insurance evidencing a policy of comprehensive general liability insurance having limits not to exceed a combined single limit of \$1,000,000.00 per occurrence, (\$2,000,000.00 aggregate) which will name Operator as additional insured thereunder, but only for liability arising out of the negligence of the Producer, its agents, servants, licensees or employees with respect to the operations of Producer in the Arena.

XI. GENERAL

- A. Operator and Producer each represent and warrant to the other that they have full right and power to enter into and perform this Agreement according to its terms.

- B.** Neither party to this Agreement shall be liable to the other for any failure to perform any of the terms or conditions of this Agreement which is attributable to war, an act of God, a strike, a lockout, or any other cause beyond the control of such party.
- C.** This Agreement shall remain binding and in full force and effect and constitutes the entire understanding between the parties and supersedes all prior and contemporaneous written or oral agreements pertaining thereto and can only be modified by a writing signed on behalf of both parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts entered into and fully performed therein. In the event of any breach, termination or cancellation of this Agreement by Producer, Operator's sole and exclusive remedy shall be an action at law for damages. Operator hereby waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.
- D.** Neither this Agreement nor any of the duties, obligations or rights hereunder may be assigned by either of the parties hereto without the express written consent of the other, provided that Producer may at any time assign this Agreement, and all or any part of its rights hereunder, to any person, firm, or corporation controlling, controlled by or under a common control with Producer or with which Producer may be merged or consolidated.
- E.** The delay or failure of either party to assert or exercise any right, remedy or privilege hereunder, with actual or constructive notice or knowledge of the breach of any representation, warranty or provision herein, shall not constitute a waiver of any such right, remedy, privilege or breach. No waiver shall in any event be effective unless in writing, and then it shall be effective only in the specific instance for which given.
- F.** This Agreement shall inure to the benefit of and be binding upon Producer and Operator and their respective successors and assigns.
- G.** The Arena and facilities being furnished by Operator to Producer pursuant to this Agreement are of a special, unique and extraordinary character and accordingly in the event of a default or threatened default by Operator under this Agreement, Producer shall be entitled, in addition to any other remedies it may have, to equitable relief by way of injunction, specific performance or otherwise.
- H.** Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto, or constitute either party the agent of the other. Neither party shall hold itself out contrary to the terms of this paragraph, and neither party shall become liable for the representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any third party, whether referred to herein or not.

HARLEM GLOBETROTTERS STANDARD MULTI-YEAR AGREEMENT

This AGREEMENT dated November 16, 2005 by and between **HARLEM GLOBETROTTERS INTERNATIONAL, INC.**, a Nevada corporation, One Arizona Center, 400 E. Van Buren Street, Suite 300, Phoenix, Arizona, 85004 ("**Producer**") and **THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**, 50 State Route 120, East Rutherford, NJ 07073 ("**Operator**").

Operator hereby agrees to furnish facilities (the "Arena") for the presentation of a Harlem Globetrotters Basketball Show (the "Performance"), and to make said facilities available to the Producer from 6:00 A.M. until 11:00 P.M. on the Performance date listed below, and Producer hereby agrees to use the Arena, upon and subject to all of the provisions set forth below and attached hereto. **Notwithstanding the above, Producer understands that there may be other hockey and basketball games on the selected performance dates as part of a doubleheader. The Producer will not have access to the building at the times stated above for these dates.**

ARENA NAME AND LOCATION:

**CONTINENTAL AIRLINES ARENA
50 STATE ROUTE 120
EAST RUTHERFORD, NJ 07073
201-935-3900**

PERFORMANCE:

**SATURDAY, FEBRUARY 18, 2006 at 1:00PM
MONDAY, FEBRUARY 20, 2006 at 1:00PM

SATURDAY, FEBRUARY 17, 2007 – 1:00PM
MONDAY, FEBRUARY 19, 2007 at 1:00PM**

NUMBER OF SEATS:

Operator certifies that capacity for this performance is **19,191**. If such capacity is reduced following the full execution of this contract, Operator shall reimburse the Producer for the number of the reduced seats at the average ticket price.

TIME LINE:

- **Move In:** Approximately four (4) hours prior to Performance, unless otherwise notified.
- **Globetrotter University:** Operator agrees to open one single entrance, mutually agreeable to both parties, for Globetrotter University, one (1) hour prior to doors opening to the general

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- I. This instrument shall be and become a binding Agreement when executed by authorized officials of Producer and Operator and until then shall have no force or effect.
- J. If language in this agreement conflicts with any agreement provided by the Operator, the language in Harlem Globetrotters Standard Co- Promotion Agreement shall govern.

SPECIAL CONDITIONS:

- 1. Operator pays all other direct game related expenses.
- 2. **Harlem Globetrotters Technical Rider shall be attached to, or otherwise made part of, the Harlem Globetrotters Standard Co-Promotion Agreement.**

Execution of this contract signifies acceptance by Producer and Operator of the above provisions and all of the provisions attached hereto.

OPERATOR:

**NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY**

By: James R. Minish
James R. Minish
Senior Vice President – Stadium/Arena

Dated 1.10.06

PRODUCER:

**HARLEM GLOBETROTTERS
INTERNATIONAL, INC.**

By: Jeff R. Munn
Jeff R. Munn
Chief Operations Officer

Dated 1/16/06

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of December, 2006 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Pillar of Fire International, 10 Chapel Drive, Zarephath, New Jersey 08890 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview, and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Chris Tomlin & Louie Giglio

How Great Is Our God Tour

The Theater at Continental Airlines Arena

Date: February 18, 2007

Time: 7:30pm – 11:00pm

Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 18th day of February, 2007 and to the 19th day of February, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$50,000 plus stagehands. Sales tax shall be determined by the Ticketmaster Tax Audit. The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

Notwithstanding the above, LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, maintenance, parking, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. Authority retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All

special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the AUTHORITY all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the AUTHORITY undertake the sale of **group tickets**, it will be reimbursed at a rate of 5% (five percent) of sales total for fulfillment only on groups of 15 or more.

e. Ticket Prices & Configuration are as follows:

Net Capacity – TBD (theater configuration)

<u>Area</u>	<u>Price</u>
Floor, Lower Tier & Upper Tier	\$35.00
Upper Tier	\$25.00

The \$2.00 facility fee, which the AUTHORITY will be entitled to retain, is included in the ticket prices above.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

The AUTHORITY has the right to hold seats for suite relocation for obstructed view suites due to production. These seats are complimentary.

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

Suite 121 shall be allocated to the LICENSEE. LICENSEE acknowledges that Suite 121 may be obstructed view due to the event being the theater configuration.

f. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: 25

LICENSEE: TBD

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per half hour.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. ADVANCE FUNDS

In the event that for any reason other than breach by the AUTHORITY that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the AUTHORITY all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the AUTHORITY, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the AUTHORITY from bringing direct action against the performers of the performer's entity for recovery.

9. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA.

The acts to be supplied by the LICENSEE are as follows:

Chris Tomlin
Louie Giglio

b. Production of the participants in the event.
c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement.

10. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third

Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the AUTHORITY 10 days prior to the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

11. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

12. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

13. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

14. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if

such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

15. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

16. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

17. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 70% to LICENSEE / 30% to ARAMARK with taxes, bootleg security and credit cards off the top and 85/15 on CD's & DVD's only.

18. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

19. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

20. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

21. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

22. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be

at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

23. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

24. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

25. **PARKING**

Parking will be controlled and operated by the AUTHORITY, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY. The AUTHORITY shall charge \$12.00 per car and \$20.00 per bus for the Event covered by this Agreement.

26. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

27. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or

damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

28. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

29. **DEFAACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

30. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

31. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

32. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the

LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

33. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

34. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 6:30 PM.

35. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

36. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

37. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

38. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

39. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

40. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case, suit or action, is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

41. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

42. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

43. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

44. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

45. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

46. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the AUTHORITY, its Chief Executive Officer or its Stadium/ARENA Manager.

47. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


48. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

49. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Senior Vice President – Stadium/Arena

PILLAR OF FIRE INTERNATIONAL

BY 

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of December, 2006 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY and AEG Live Productions, LLC, 5750 Wilshire Blvd., Suite 501, Los Angeles, CA 90036 and/or with The Messina Group, LP, 1113 Vine Street, Suite 100, Houston, TX 77002 both/together hereinafter referred to as LICENSEE.

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview, and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Event:	Nickelback
Date:	March 5, 2007
Time:	7:00pm – 11:00pm
Event Length:	4 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00am on the 5th day of March, 2007 and to the 6th day of March, 2007 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers/exhibitors for presentation of the event.

LICENSEE will present all applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY a License Fee based on the following attendance scale (turnstile count):

- \$60,000 plus stagehands – If attendance is less than 8,000
- \$70,000 plus stagehands – If attendance is between 8,000 – 12,000
- \$80,000 plus stagehands – If attendance is over 12,000

The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

Notwithstanding the above, the LICENSEE will be required to pay for stagehand labor, insurance, credit card commissions on box office sales only, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, dressing room furniture, backstage and barricade security, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE to the extent that such damages do not arise out of AUTHORITY's negligence or willful misconduct. Any monies thereafter due the LICENSEE shall be wired on Tuesday, March 6, 2007. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day. The AUTHORITY acknowledges receipt of the

Artist Technical Rider and agrees to comply with its provisions as applicable to AUTHORITY and the Arena.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public in consultation with LICENSEE. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor, Lower Tier, Upper Tier	\$49.50
Upper Tier	\$39.50

The \$2.00 facility fee, which the AUTHORITY will be entitled to retain, is on top of the ticket prices above.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) house tickets per show.

The AUTHORITY has the right to hold seats (TBD) for suite relocation for obstructed view suites due to production in sections 109, 110, 120 & 121. Of these relocated seats, (TBD) will be complementary, and the remaining (TBD) may be purchased at the full ticket price.

- e. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

Suite 121 shall be allocated to the LICENSEE.

- f. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: NO COMP show except for suite tickets.

LICENSEE: NO COMP show except for suite tickets and promotional tickets approved by management. Artist shall receive comps above and beyond what is approved by management for media.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour, unless the length time is exceeded due to AUTHORITY delay.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than force majeure or AUTHORITY default, \$80,000.00 shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all approved expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

- a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Nickelback
Three Days Grace
Breaking Benjamin

- b. Production of the participants in the event.

- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Notwithstanding the above, the AUTHORITY has agreed to place \$7,500 in marketing ads in consultation with LICENSEE for the Event.

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws. In addition, LICENSEE shall carry Employers Liability Coverage for a limit of not less than \$500,000.

LICENSEE agrees to obtain, at its own cost and expense, an Inland Marine Insurance Policy on a replacement cost basis covering all personal property of the LICENSEE including property of others used in connection with the show, with the exception of property owned by the AUTHORITY. The policy shall contain a waiver of subrogation in favor of the AUTHORITY.

The AUTHORITY will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, its contractors or patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payments, such sums as shall be reasonably necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the

amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons, its employees, agents and subcontractors admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided 10 days prior to the event to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement,

AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security, and the AUTHORITY shall indemnify LICENSEE against any and all claims for loss, injury or damage arising out of reasonable security and crowd management activities. Artist shall have complete control of sound and lights unless safety dictates otherwise.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non-event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied, except for backstage catering, by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. Artist travels with its own tour caterer and shall pay no buyout for such right.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top. The merchandise deal shall revert to an 80/20 split from dollar one should a \$8.00 per cap be reached. 85/15 split applies only to recorded materials (CD's & DVD's).

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the ARTIST.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast. To the extent such claims, damages, liability, cost and expenses do not arise out of AUTHORITY negligence.

18. **RECORDING**

LICENSEE agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer, performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege. Notwithstanding the above, subject to a separate agreement between the AUTHORITY and the performer, performer's agent or authorized representative of the performer, LICENSEE shall be permitted to record the event for archival use.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement. The AUTHORITY hereby acknowledges approval of the Nickelback concert.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas, and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon or spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. Fifteen parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any

property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and unless such injury or damage is a result of negligence of the AUTHORITY or its agents, watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. Notwithstanding anything contained herein, LICENSEE'S indemnification obligations hereunder shall not apply if loss, damage, liability or injury is due to AUTHORITY'S negligence or willful misconduct.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of LICENSEE'S patrons, employees, agents and subcontractors admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY. All signage in the bowl of the Arena must be turned off when the performance begins.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY or LICENSEE impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons, with reasonable cause.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 6:00pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public; however, no refunds shall be authorized without the mutual approval of LICENSEE and AUTHORITY, and such authority shall not be unreasonably withheld, delayed or conditioned. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not reasonably possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to ARTIST approval and ARTIST contract restrictions.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above unless delay is due to AUTHORITY.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

Neither AUTHORITY nor LICENSEE will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made by LICENSEE or AUTHORITY in any material covenant or agreement therein contained, and not cured in a reasonable amount of time, this permit and the relationship of the parties at the option of the non-defaulting party shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession however, AUTHORITY shall not interfere with the performance of the Event by Artist if such performance can reasonably occur without causing AUTHORITY irreparable harm and the said LICENSEE shall notwithstanding, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees. LICENSEE must be given the reasonable opportunity to remedy any breach.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSEE or AUTHORITY or which the AUTHORITY or LICENSEE is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY provided however the AUTHORITY agrees to notify and provide a reasonable opportunity to address the AUTHORITY'S concerns. If such concerns are not properly addressed then the AUTHORITY shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement, including Artist Technical Rider sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the LICENSEE, AUTHORITY, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**


The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

49. **ADVANCE FUNDS**


In the event that for any reason other than breach by the AUTHORITY that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the AUTHORITY all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the AUTHORITY, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the AUTHORITY from bringing direct action against the performers of the performer's entity for recovery.


NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President, Stadium and Arena

AEG LIVE PRODUCTIONS, LLC

By 
Shawn A. Trell
Senior Vice President

THE MESSINA GROUP, LP

By 
Brad Roosa
Vice President

NICKELBACK ADVANCE

CITY:	East Rutherford, NJ	SHOWTIME:	7:00pm
VENUE:	Continental Arena	DOORS:	5:50pm early entry 6:00pm
DATE:	Monday March 5, 2007	OCCUPANCY:	House staff in place 5:45 14,110

Director Ops. Ron VanDeVeen
Event Cord. Gregg Miller
ADDRESS: 50 State Route 120
 East Rutherford, NJ 07073

PHONE: 201-460-4387
PHONE: 201-460-4360
CELL:
gmliller@nisea.com

BOX OFFICE Joanne Bottiglia

PHONE: 201-460-4325
jbottiglia@nisea.com

PROMOTER The Messina Group

PHONE:

PROMOTER REP.: Law

PHONE:

PROMOTER ACT. REP.: Mike Dugan

ARTIST TOURING INFORMATION

PROD. MANAGER: Anthony Greenham

PHONE:

TOUR ASST.: Margi Lopez

PHONE:

ACCOUNTANT: Martin Barlett

PHONE:

TOUR MANAGER: Chief

PHONE:

PYRO COMPANY: GEM / FX - Alysia Hofstra

PHONE:

SECURITY: Thatcher White
Rhino

PHONE:

TOUR CHEF: Jason Perry

PHONE:

MERCHANDISE CO.: Rich Koffer

PHONE:

SUPPORT: Three Days Grace
TM: Chris Zakoor

SUPPORT: Breaking Bengimin
TM: Freddie Fabbri

12 persons in 1 bus and trailer

12 persons in 2 busses with trailers

PYRO INSPECTION:
SOUND CHECK:

2:30
 3:00

SHOW SCHEDULE:

7:00 - 7:45
8:10 - 8:55
9:30 - 11:00

Breaking Bengamin
3 Days Grace
Nickelback

COMING FROM:

State Park

MILES: 234

LOCATION

TRUCKS

7-53'

BUSSES

10 3 with trailers

BOBTAILS

1-24'

LIMOS

VANS

3

CURTAIN:

PUSH:

COMPANY UNION

NAME _____

PHONE _____

venue opps manager should be on site at 7:00 am with current ticket audit & hold/sold map

tour rigger, promoter rep will also be on site at 7:00 am - please have a clean/empty arena floor upon load in

sub floor should be built up to match ice level, from end of ice to approx. 8' from back wall - per advance

LOAD IN

RATE\$\$\$

March 5th 8:00am

STEWARD	1	9:00am add
STAGEHANDS	16	18
RIGGERS	8	Head rigger to
DOWNMEN	4	be in @ 7:00am
FORKLIFT OPERATOR	1	to mark floor
LOADERS	4	
ELECTRICIAN	1	

SHOW CALL

6:30pm

STEWARD	1
STAGEHANDS	8
SPOT OPERATORS	NA
CABLE PAGERS	NA
HOUSE LIGHTS	1
ELECTRICIAN	1

LOAD OUT

10:30pm

STEWARD	1
STAGEHANDS	40
RIGGERS	8
DOWNMEN	4
FORKLIFT OPERATOR	2
LOADERS	8
ELECTRICIAN	1

All runners will use Enterprise rental vans.

All runners should have cell phone, knowledge of area, and preferably over 21 (at least 1 over 21)

All runners should have experience in being a show runner

RUNNERS): 4 Name & # _____
VANS: 3 Enterprise Name & # _____
Name & # _____
Name & # _____

STAGE SPECIFICATIONS

TOUR SUPPLIES (note tab below) **FIRE ISLES:**
SIZE: 52'w x 32'd x 6'h **DSE LANDS:** NA

MIXER: **LOCATION:** 90' off DSE 32' w x 40'd
We will need approximately 32 chairs for via platform at FOH

BARRICADE: Tours around stage yours down dashers
BIKE RACK: Barricade across front bike rack sides

CHAIR SET UP: NA
CHAIR BREAKDOWN: NA must sweep floor immediately after show is over

NUMBER OF RIGGING POINTS 52 **TOTAL WEIGHT:** 48,455lbs
For rigging plot (note tab below)

POWER REQUIREMENTS

SOUND: 1 = 200 amp 3 phase
LIGHTS: 1 = 400 amp 3 phase and 1 = 600 amp 3 phase
RIGGING: Taken from lights
PYRO: Taken from lights
VIDEO: 1 = 200 amp 3 phase
DRYER: 1 30amp service
BUSSES 6 single phase 220v 50amps

FORKLIFTS: 2

SPOTLIGHTS: 0

DRESSING ROOMS:

Nickelback PLEASE HAVE SET BY 11:00 AM

**SECURITY
CONTACT:**

NUMBERS TIME

PHONE:

NUMBERS TIME

SECURITY NOTES:

EQUIPMENT RENTALS:

PASS REQUIREMENTS: Tour Supplies all credentials

ANNOUNCER:

TRANSPORTATION:

HOTEL

BAND:

CREW:

CASH REQUIREMENTS:

MARQUEE TO READ:

per contract

MISCELLANEOUS:

- A: Meet n Greet
- B: Ice & Snow Removal
- C: Propane allowed
- D: #'s for doctors, massage, chiropractors and welders.

**IF THERE ARE ANY QUESTIONS OR YOU NEED FURTHER INFORMATION, PLEASE
DO NOT HESITATE TO CALL ME.**



Working the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Morrmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

February 28, 2007

RECEIVED

MAR - 3 2007

Mr. Lou Lamoriello
CEO/President/General Manager
New Jersey Devils

Re: New Jersey State Interscholastic Athletic Association ("NJSIAA")
2007 Ice Hockey Championships

Dear Lou:

This will confirm the terms of the license by Devils, LLC ("Devils") from the New Jersey Sports and Exposition Authority ("NJSEA") to hold the NJSIAA 2007 Ice Hockey Championships at the Continental Airlines Arena ("Arena") as follows:

1. NJSEA will make the Arena available for the following NJSIAA 2007 Ice Hockey Championship games ("the Games"):

Semi-finals on Friday, March 16 starting at 3:00pm (4 games).
Final Games on Saturday, March 17 at 7:00 pm (2 games).

Except as otherwise provided herein, the Arena will be made available to the Devils for the Games under the same terms and conditions applicable to the Devils, as "Licensee" and NJSEA, as "Licensor" under the License Agreement dated November 7, 1995, as amended, ("Devils Licensee"), as if the Games were "Hockey Events", as defined under the Devils License.

2. Notwithstanding the terms and conditions of the Devils License, the following shall apply:
 - a) The Devils shall pay a Game License Fee to NJSEA for the license to use the Arena for the Games, an amount equal to the lesser of
 - (i) the amount of \$88,200.00
 - (ii) the amount of NJSEA's expense attributable to the Games

Except for such Games License Fee, no other fee or payment shall be required under this Agreement or the Devils License.

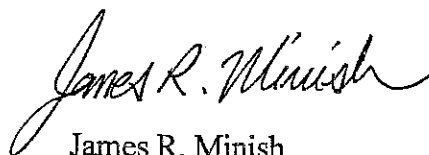
- b) Notwithstanding the above, the Devils shall pay for the actual cost associated with the changeovers and making ice necessitated by the Games.

- c) In addition to the Suites described in Section 5.6(c) of the Devils License, the Devils shall be entitled to exclusive use of Suite 119 for the Games.
 - d) In addition to the sale of admission tickets to the Games through the Arena Box Office, tickets may be sold through NJSIAA school outlets. All ticket sales revenue shall be retained by the Devils.
 - e) Pricing for parking at the NJSEA Sports Complex for the Games shall be \$5.00 per passenger vehicle and there will be no charge for NJSIAA school and team buses.
 - f) The Stadium Club restaurant facilities at Giants Stadium and services will be available to the Devils for an NJSIAA luncheon on TBD.
 - g) Alcoholic beverages shall be excluded from the Concession Products to be sold at the Arena at the Games.
3. The following terms and conditions of the Devils License shall be excluded and not be applicable to the Games:

Section 2.3	Arena Improvements
Section 2.4	Additional Improvements
Section 2.5	Term
Section 2.6	Option to Terminate
Section 5.2	Arena Schedule of Hockey Events
Section 5.5	Arena Name
Section 5.7	Club Seating
Section 5.8	Guaranteed New Revenue
Section 5.9	Guaranteed Other Revenue
Section 5.10	License Note
Section 6.1	License Fees
Section 6.4(a)	Gross Ticket Sales
Section 6.9	Licensor Tickets

Let me know if you have any questions.

Sincerely,



James R. Minish
Senior Vice President and General Manager



Bringing the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- Continental Airlines Arena
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Mr. Leo Ehrline
New Jersey Nets

RECEIVED

02-28-2007

February 28, 2007

Re: New Jersey State Interscholastic Athletic Association ("NJSIAA")
2007 High School Basketball Tournament of Champions Finals

Dear Leo:

This will confirm the terms of the license by Meadowlands Basketball Associates ("the Nets") from the New Jersey Sports and Exposition Authority ("NJSEA") to hold the NJSIAA 2007 High School Basketball Tournament of Champions Finals at the Continental Airlines Arena ("Arena") as follows:

1. NJSEA will make the Arena available for the following NJSIAA 2007 High School Basketball Tournament of Champions Finals ("the Games"):

The Games will be held on Monday, March 19 at 6:00pm and 8:00pm.

Except as otherwise provided herein, the Arena will be made available to the Nets for the Games under the same terms and conditions applicable to the Nets, as "Licensee" and NJSEA, as "Licensor" under the License Agreement dated October 27, 1998, as amended, ("Nets Licensee"), as if the Games were "Basketball Events", as defined under the Nets License.

2. Notwithstanding the terms and conditions of the Nets License, the following shall apply:

- a) The Nets shall pay expenses for the Games to a cap of \$42,883.06.

Except for such Games License Fee, no other fee or payment shall be required under this Agreement or the Nets License.

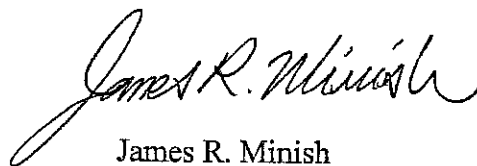
- b) Notwithstanding the above, the Nets shall pay for the additional (actual) costs associated with changeover or changeovers if necessitated by the Games.
- c) The normal (contractual) splits between the Nets and the NJSEA regarding concessions and merchandise shall apply.

- d) The Nets would receive 35% of gross parking receipts.
 - e) In addition to the Suites described in Section 5.6(c) of the Nets License, the Nets shall be entitled to exclusive use of Suite 119 for the Games.
 - f) In addition to the sale of admission tickets to the Games through the Arena Box Office, tickets may be sold through NJSIAA school outlets. All ticket sales revenue shall be retained by the Nets.
 - g) Pricing for parking at the NJSEA Sports Complex for the Games shall be \$5.00 per passenger vehicle and there will be no charge for NJSIAA school and team buses.
 - h) Alcoholic beverages shall be excluded from the Concession Products to be sold at the Arena at the Games.
3. The following terms and conditions of the Nets License shall be excluded and not be applicable to the Games:

Section 2.3	Arena Improvements
Section 2.4	Term
Section 2.5	Early Termination
Section 2.6	Early Termination Fee
Section 2.7	Survival of Early Termination Fee
Section 5.2	Arena Schedule of Basketball Events
Section 5.5	Arena Name
Section 6.1	License Fees
Section 6.4 (a)	Gross Ticket Receipts
Section 6.9	Licensor Tickets

Let me know if you have any questions.

Sincerely,



James R. Minish
Senior Vice President and General Manager

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of January, 2007 by and between The New Jersey Sports and Exposition AUTHORITY, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY and AEG Live Productions, LLC at 5750 Wilshire Blvd., Suite 501, Los Angeles, CA 90036 hereinafter referred to as LICENSEE.

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview, and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Event:	Justin Timberlake
Date:	March 29, 2007
Time:	7:30pm – 11:00pm
Event Length:	3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00am on the 29th day of March, 2007 and to the 30th day of March, 2007 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers/exhibitors for presentation of the event.

LICENSEE will present all applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$80,000 plus stagehands.

The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

Notwithstanding the above, the LICENSEE will be required to pay for stagehand labor, insurance, credit card commissions on box office sales only, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, dressing room furniture, backstage and barricade security, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE to the extent that such damages do not arise out of AUTHORITY's negligence or willful misconduct. Any monies thereafter due the LICENSEE shall be wired on Friday, March 30, 2007. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day. The AUTHORITY acknowledges receipt of the Artist Technical Rider and agrees to comply with its provisions as applicable to AUTHORITY and the Arena.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public in consultation with LICENSEE. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. Ticket Prices & Configuration are as follows:

Net Capacity -- TBD

<u>Area</u>	<u>Price</u>
Floor, Lower Tier	\$90.00
Upper Tier	\$54.00

The \$2.00 facility fee, which the AUTHORITY will be entitled to retain, is on top of the ticket prices above.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) house tickets per show.

The AUTHORITY has the right to hold seats (TBD) for suite relocation for obstructed view suites due to production in sections 109, 110, 120 & 121. Of these relocated seats, (TBD) will be complimentary, and the remaining (TBD) may be purchased at the full ticket price.

e. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

Suite 121 shall be allocated to the LICENSEE.

f. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: NO COMP show except for suite tickets.

LICENSEE: NO COMP show except for suite tickets and promotional tickets approved by management.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour, unless the length time is exceeded due to AUTHORITY delay.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than force majeure or AUTHORITY default, \$80,000.00 shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all approved expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Justin Timberlake
Pink

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement (4.5% commission).

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws. In addition, LICENSEE shall carry Employers Liability Coverage for a limit of not less than \$500,000.

LICENSEE agrees to obtain, at its own cost and expense, an Inland Marine Insurance Policy on a replacement cost basis covering all personal property of the LICENSEE including property of others used in connection with the show, with the exception of property owned by the AUTHORITY. The policy shall contain a waiver of subrogation in favor of the AUTHORITY.

The AUTHORITY will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, its contractors or patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payments, such sums as shall be reasonably necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons, its employees, agents and subcontractors admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided 10 days prior to the event to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security, and the AUTHORITY shall indemnify LICENSEE against any and all claims for loss, injury or damage arising out of reasonable security and crowd management activities. Artist shall have complete control of sound and lights unless safety dictates otherwise.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non-event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied, except for backstage catering, by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. Artist travels with its own tour caterer and shall pay no buyout for such right.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top, and 85/15 on CD's and DVD's only. The merchandise deal shall revert to a 80/20 split from dollar one should a \$8.00 per cap be reached.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should

AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the ARTIST.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast. To the extent such claims, damages, liability, cost and expenses do not arise out of AUTHORITY negligence.

18. **RECORDING**

LICENSEE agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer, performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege. Notwithstanding the above, subject to a separate agreement between the AUTHORITY and the performer, performer's agent or authorized representative of the performer, LICENSEE shall be permitted to record the event for archival use.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement. The AUTHORITY hereby acknowledges approval of the Justin Timberlake concert.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas, and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon or spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. Fifteen parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and unless such injury or damage is a result of negligence of the AUTHORITY or its agents, watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same,

destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. Notwithstanding anything contained herein, LICENSEE'S indemnification obligations hereunder shall not apply if loss, damage, liability or injury is due to AUTHORITY'S negligence or willful misconduct.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of LICENSEE'S patrons, employees, agents and subcontractors admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY. All signage in the bowl of the Arena must be turned off when the performance begins.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY or LICENSEE impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material

in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons, with reasonable cause.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public; however, no refunds shall be authorized without the mutual approval of LICENSEE and AUTHORITY, and such authority shall not be unreasonably withheld, delayed or conditioned. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not reasonably possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to ARTIST approval and ARTIST contract restrictions.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above unless delay is due to AUTHORITY.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

Neither AUTHORITY nor LICENSEE will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made by LICENSEE or AUTHORITY in any material covenant or agreement therein contained, and not cured in a reasonable amount of time, this permit and the relationship of the parties at the option of the non-defaulting party shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession however, AUTHORITY shall not interfere with the performance of the Event by Artist if such performance can reasonably occur without causing AUTHORITY irreparable harm and the said LICENSEE shall notwithstanding, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees. LICENSEE must be given the reasonable opportunity to remedy any breach.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSEE or AUTHORITY or which the AUTHORITY or LICENSEE is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY provided however the AUTHORITY agrees to notify and provide a reasonable opportunity to address the AUTHORITY'S concerns. If such concerns are not properly addressed then the AUTHORITY shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be

enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement, including Artist Technical Rider sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the LICENSEE, AUTHORITY, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

49. **ADVANCE FUNDS**

In the event that for any reason other than breach by the AUTHORITY that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the AUTHORITY all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the AUTHORITY, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the AUTHORITY from bringing direct action against the performers of the performer's entity for recovery.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

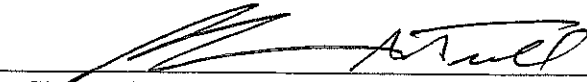
By



James R. Minish
Senior Vice President, Stadium and Arena

AEG LIVE PRODUCTIONS, LLC

By



Shawn A. Trell
Senior Vice President

JUSTIN TIMBERLAKE FUTURESEX / LOVESHOW

SHOW DATE(S): MARCH 29TH

East Rutherford NJ

VENUE INFORMATION

VENUE: Continental Airlines Aren
STREET: 50 State Route 120
CITY/STATE: East Rutherford NJ
ZIP CODE: 7073
TELEPHONE: 201-935-8500

CAPACITY: 17,500

VENUE CTC: Gregory Miller
TELEPHONE: 201-460-4360
EMAIL: gmiller@njsea.com
CELL:

Box office: Joanne Bottiglia
TELEPHONE: 201-460-4325
EMAIL: jbottiglia@njsea.com

SECURITY CTC:
TELEPHONE:
EMAIL:
CONTACT:

CATERING
TELEPHONE:
EMAIL:
CONTACT:

PROMOTER INFORMATION

PROMOTER: AEG Live
TELEPHONE: 323-930-5700

Production Rep: Jeff Schunk
TELEPHONE:
CELL:
EMAIL:

Accounting Rep: Drew Cantor
CELL:
EMAIL:

TOUR INFORMATION

Production Mngr. Ian Donald
CELL:
EMAIL:

Production Coord. Flo Tse
CELL:
EMAIL:

Justin merch Signatures Network
Contact John Spinks
Cell
Email

TOUR MGR: Dave Brown
CELL:
EMAIL:

SOUND CO: Showco Inc.

LIGHTING CO: PRG Lighting

TOUR ACCT: Steve Dixon
CELL:
EMAIL:

VIDEO CO: Screenworks

Pink Merch ctc Mike Madden

SECURITY CTC: Randy Jones
CELL:
EMAIL:

PHONE NUMBERS

Production fax
Justin dressing room 1 unlisted number - preferably set for outgoing calls only.

SHOWTIMES

Doors: 6:30 PM
PINK 7:30 - 8:15 pm
JUSTIN 8:35 - 11:00 pm

PRODUCTION-LABOR CALLS

LOAD IN NUMBERS TIME NOTES

please have current audit, hold & sold map upon load in (please indicate holds for cameras and lights)

PRE-RIG ON MARCH 26TH

STEWARD:	1	4:00 AM	
LOADERS:	4	4:00 AM	
HANDS:	12	4:00 AM	
UP RIGGERS:	14	4:00 AM	<u>HEAD RIGGER @ 3:00 AM TO MARK FLOOR</u>
DOWN RIGGERS:	6	4:00 AM	
FORK operators	1	4:00 AM	
ELECTRICIAN:	1	4:00 AM	

LOAD IN CALL ON MARCH 27TH

All of the 4:00 am shift should carry over to the 8:00 am call except for any riggers cut by our head rigger

HANDS	40	8:00 AM
FORK operators	1	8:00 AM
LOADERS	4	8:00 AM
STEWARD	1	8:00 AM
ELECTRICIAN:	1	8:00 AM
HANDS	14	9:00 AM

SHOW CALL NUMBERS TIME NOTES

STAGEHANDS:	10	7:00 PM	must be dressed in all black
HOUSE SPOTS:	NONE	N/A	
TRUSS SPOTS:	10	7:00 PM	all climbing truss spots - must be dressed in all black
CREW CHIEF	1	7:00 PM	
ELECTRICIAN:	1	7:00 PM	

LOAD OUT NUMBERS NOTES

LOADERS:	12	10:30 PM
HANDS:	92	10:30 PM
UP RIGGERS:	14	10:30 PM
DOWN RIGGERS:	6	10:30 PM
FORKLIFTS:	2	10:30 PM
ELECTRICIAN:	1	10:30 PM
STEWARD	1	10:30 PM

RUNNERS & CATERING ASSISTANTS

Production runners	3	8:00 AM	2 runners in 15 passenger rental vans and 1 in personal vehicle
Production runners	1	12 noon	1 production runner in their own vehicle
Catering runners	2	6:00 AM	1 in the cargo van and 1 in their personal
Catering assistants	4	6:00 AM	must be experienced at food prep and will be required to wash dishes
wardrobe specialist	1	12 noon	must be professional and able to sew, steam and iron

Enterprise will drop off 3 vans the day before the show - 1 cargo van at 8:00 am and 2 -15 passengers at 4:00 pm.

All runners should have a valid drivers license

All runners should have a cell phone, knowledge of area, and preferably over 21 years of age (at least 1 over 21)

All runners should have experience in being a show runner

1 catering runner will need to do a pre-shop the day before show day and will need cash advance from venue - per verbal advance.

Please provide promoter rep with names and cell numbers of all runners prior to show day

STAGING & RIGGING

STAGE: TOUR IS CARRYING STAGE

BARRICADE: TOUR IS CARRYING BARRICADE
we will need bike rack from the venue - approx 40 pieces

RISERS:
SOUND MIX: on the floor at two locations - one at each end.

LIGHTING MIX: 12'w x 8'd x 1'h PER VERBAL ADVANCE
CAMERA RISER: Two - 4'w x 8'd x 4' h PER VERBAL ADVANCE
LASER CONTROL: 4'w x 8'd x 1'h PER VERBAL ADVANCE

RIGGING: SEE ATTACHED RIGGING PLOT
OF POINTS: 83 **WEIGHT:** 118,000 LBS
A) LIGHTS:
B) SET:
C) AUDIO:
D) VIDEO:

POWER REQUIREMENTS

SOUND: 1 - 400 amp 208 - 3 phase (isolated) - stage left
LIGHTS: 3 - 400 amp 208 - 3 phase - stage right
RIGGING: 1 - 400 amp 208 - 3 phase - stage right
RIGGING: 1 - 100 amp 208 - 3 phase - stage right
VIDEO: 1 - 200 amp 208 - 3 phase - stage left
CARPS/LIGHTS: 1 - 400 amp 208 - 3 phase - stage right
SHORE: as many as you have - single phase 220 V 50 amp
CATERING: 200 amp 208 - 3 phase
WASHER (1): 20 amps @ 110 vac & a water source
DRYER: (1) 1 - 30 amp services

MISCELLANEOUS PRODUCTION NEEDS

FORK LIFT(S): 2 venue specific - per verbal advance

SECURITY

DRESSING ROOMS & OFFICES

INTERNET & PHONE REQUIREMENTS

PARKING REQUIREMENTS

BUSES:	18 total	1 sponsor bus w/ trailer	CARS:
SEMI'S:	21		VANS: - 3 RUNNER VANS
			LIMO'S:

CATERING

MISCELLANEOUS NEEDS & NOTES

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of December, 2006 by and between The New Jersey Sports and Exposition AUTHORITY, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY and AEG Live Productions, LLC at 145 West 45th Street, 9th floor, New York, NY 10036, hereinafter referred to as LICENSEE.

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview, and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Event:	Christina Aguilera
Date:	April 5, 2007
Time:	7:30pm – 11:00pm
Event Length:	3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00am on the 5th day of April, 2007 and to the 6th day of April, 2007 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers/exhibitors for presentation of the event.

LICENSEE will present all applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$80,000 plus stagehands.

The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

Notwithstanding the above, the LICENSEE will be required to pay for stagehand labor, insurance, credit card commissions on box office sales only, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, dressing room furniture, backstage and barricade security, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE to the extent that such damages do not arise out of AUTHORITY's negligence or willful misconduct. Any monies thereafter due the LICENSEE shall be wired on Monday, April 9, 2007. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day. The AUTHORITY acknowledges receipt of the Artist Technical Rider and agrees to comply with its provisions as applicable to AUTHORITY and the Arena.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public in consultation with LICENSEE. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor, Lower Tier	\$95.00
Upper Tier	\$55.00

The \$2.00 facility fee, which the AUTHORITY will be entitled to retain, is on top of the ticket prices above.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) house tickets per show.

The AUTHORITY has the right to hold seats (TBD) for suite relocation for obstructed view suites due to production in sections 109, 110, 120 & 121. Of these relocated seats, (42) will be complementary, and the remaining (TBD) may be purchased at the full ticket price.

- e. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

Suite 121 shall be allocated to the LICENSEE.

- f. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: NO COMP show except for suite tickets.

LICENSEE: NO COMP show except for suite tickets and promotional tickets approved by management.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour, unless the length time is exceeded due to AUTHORITY delay.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than force majeure or AUTHORITY default, \$80,000.00 shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all approved expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Christina Aguilera
Pussycat Dolls
Danity Kane

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement.

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws. In addition, LICENSEE shall carry Employers Liability Coverage for a limit of not less than \$500,000.

LICENSEE agrees to obtain, at its own cost and expense, an Inland Marine Insurance Policy on a replacement cost basis covering all personal property of the LICENSEE including property of others used in connection with the show, with the exception of property owned by the AUTHORITY. The policy shall contain a waiver of subrogation in favor of the AUTHORITY.

The AUTHORITY will provide All Risk Insurance on its facilities to the full replacement value thereof and shall; to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, its contractors or patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payments, such sums as shall be reasonably necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons, its employees, agents and subcontractors admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided 10 days prior to the event to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security, and the AUTHORITY shall indemnify LICENSEE against any and all claims for loss, injury or damage arising out of reasonable security and crowd management activities. Artist shall have complete control of sound and lights unless safety dictates otherwise.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non-event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied, except for backstage catering, by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. Artist travels with its own tour caterer and shall pay no buyout for such right.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top, and 85/15 on CD's and DVD's only. The merchandise deal shall revert to a 80/20 split from dollar one should a \$8.00 per cap be reached.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the ARTIST.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast. To the extent such claims, damages, liability, cost and expenses do not arise out of AUTHORITY negligence.

18. **RECORDING**

LICENSEE agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer, performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege. Notwithstanding the above, subject to a separate agreement between the AUTHORITY and the performer, performer's agent or authorized representative of the performer, LICENSEE shall be permitted to record the event for archival use.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement. The AUTHORITY hereby acknowledges approval of the Christina Aguilera concert.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas, and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon or spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. Fifteen parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and unless such injury or damage is a result of negligence of the AUTHORITY or its agents, watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. Notwithstanding anything contained herein, LICENSEE'S indemnification obligations hereunder shall not apply if loss, damage, liability or injury is due to AUTHORITY'S negligence or willful misconduct.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of LICENSEE'S patrons, employees, agents and subcontractors admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY. All signage in the bowl of the Arena must be turned off when the performance begins.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY or LICENSEE impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons, with reasonable cause.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public; however, no refunds shall be authorized without the mutual approval of LICENSEE and AUTHORITY, and such authority shall not be unreasonably withheld, delayed or conditioned. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not reasonably possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to ARTIST approval and ARTIST contract restrictions.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above unless delay is due to AUTHORITY.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

Neither AUTHORITY nor LICENSEE will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made by LICENSEE or AUTHORITY in any material covenant or agreement therein contained, and not cured in a reasonable amount of time, this permit and the relationship of the parties at the option of the non-defaulting party shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession however, AUTHORITY shall not interfere with the performance of the Event by Artist if such performance can reasonably occur without causing AUTHORITY irreparable harm and the said LICENSEE shall notwithstanding, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees. LICENSEE must be given the reasonable opportunity to remedy any breach.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSEE or AUTHORITY or which the AUTHORITY or LICENSEE is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY provided however the AUTHORITY agrees to notify and provide a reasonable opportunity to address the AUTHORITY'S concerns. If such concerns are not properly addressed then the AUTHORITY shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement, including Artist Technical Rider sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the LICENSEE, AUTHORITY, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**

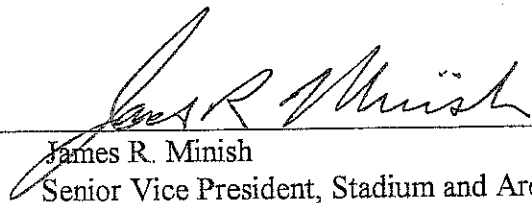
The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

49. **ADVANCE FUNDS**

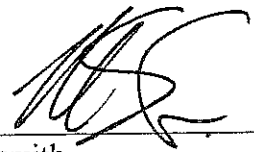
In the event that for any reason other than breach by the AUTHORITY that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the AUTHORITY all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the AUTHORITY, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the AUTHORITY from bringing direct action against the performers of the performer's entity for recovery.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish
Senior Vice President, Stadium and Arena

AEG LIVE Productions, LLC

By  _____
Michael Goldsmith
Manager of Touring

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of December, 2006 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Berkeley College, 3 East 43rd Street, New York, NY 10017, hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Berkeley College Commencement Exercises

The Theater at Continental Airlines Arena

Date: April 27, 2007

Event Time: 9:00 AM – 12:30 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 27th day of April, 2007 and to the 27th day of April, 2007 at 1:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$10,000.

A non-refundable deposit of \$10,000 is due upon contract signing but no later than March 1, 2007.

A \$25,000 deposit against expenses is due by Wednesday, April 4, 2007.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) and 1(c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Berkeley College Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement,

LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to

require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination

of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full

responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 8:00 AM.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**


This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

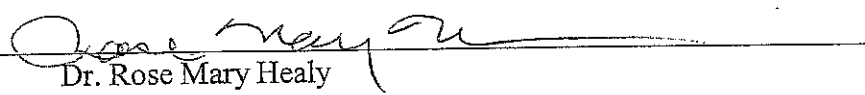
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY


James R. Minish
Senior Vice President – Stadium/Arena

BERKELEY COLLEGE

BY


Dr. Rose Mary Healy
Provost

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of March 2007 by and between the New Jersey Sports and Exposition Authority ("LICENSOR") and Ardee Festivals NJ Inc., 650 Madison Avenue, New York, NY 10022 and/or with Max Cruise Entertainment, 2200 River Road, Suite A, Point Pleasant, NJ 08742, both/together hereinafter referred to as the LICENSEE. In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** LICENSOR hereby grants to LICENSEE and LICENSEE hereby accepts from LICENSOR the license to use the Premises (described below) for the purpose of staging an outdoor concert festival on May 5 & 6, 2007 (hereinafter collectively referred to as the "Event").

LICENSEE has inspected parking lots 9, 11 & 14 of the Sports Complex located west of Giants Stadium in East Rutherford, New Jersey ("Licensed Area"), which shall be the site of the Event. LICENSEE hereby accepts the Licensed Area "as is" as suitable for LICENSEE'S intended use. LICENSOR makes no representations as to the condition or fitness for any use of the Licensed Area except as may be requested by LICENSEE and approved in writing by the LICENSOR. LICENSEE shall make no alterations or modifications to or within the Licensed Area without the written consent of the LICENSOR.

Notwithstanding the foregoing, the Licensed Area shall also include use of portions of Giants Stadium including, without limitation, access tunnels, locker rooms (except those of the professional franchises), restrooms, ticket booths, adjacent parking facilities, Stadium Club dining areas and all other facilities of the Stadium utilized in presenting the event subject to the approval of the LICENSOR.

b. **DESCRIPTION OF EVENT:**

The Bamboozle Festival

Dates: May 5 & 6, 2007

Time: 12:00 pm – 10:00 pm (each day)

Doors open – 11:30 am (each day)

Event Length – 10 hours (each day)

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the Licensed Area from 8:00 a.m. on the 2nd day of May, 2007 and to the 7th day of May, 2007 at 6:00 p.m., for the purpose of loading in, installing equipment, preparing

the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the Licensed Area as agreed to by the parties. Notwithstanding the foregoing, the LICENSEE will only be able to occupy Lot 9A, the practice bubble and the New York Giants Players Lot from 6:00 p.m. on the 4th day of May, 2007 and to the 7th day of May, 2007 at 5:00 a.m.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S STADIUM/ARENA Manager upon demand.

2. **LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the Licensed Area for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$40,000 plus expenses.

Gross ticket sales shall be defined as the total sum of all tickets sold less the 7% New Jersey State Sales tax and the \$2.00 facility fee. Sales tax shall be determined by the Ticketmaster tax audit. The LICENSOR will deduct the 7% New Jersey State Sales tax during settlement, and will remit the tax withholding directly to the New Jersey Division of Taxation. Should the LICENSEE require additional time for move-in or move-out there may, at the sole discretion of the LICENSOR, be imposed an additional rental fee of up to \$15,000 per day.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to their portion of the box office receipts and all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to move in, set up, tear down, move out and those set forth in paragraphs 4a and 4b incurred by the LICENSOR for the production of the Event deemed necessary by the LICENSOR. A preliminary settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damage, if any, has occurred to the premises, any portion thereof, or its equipment including terraplas and the grass field. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 100 business days after the close of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its Licensed Area, any portion thereof, its site or equipment, if any, has occurred. Such

expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any Licensed Area damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 100 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The Licensed Area will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public.

5. **BOX OFFICE FACILITIES:**

(a) Ticketmaster and LICENSOR shall be the approved ticketing agent for the Event. LICENSOR shall furnish LICENSEE a copy of the ticket printer's manifest. LICENSOR shall furnish LICENSEE a box office statement after each Event.

(b) LICENSEE shall pay LICENSOR all indirect and direct costs of the accounting, auditing and sale of tickets. The setup configuration shall be arranged through and subject to approval of LICENSOR. ALL SEATING FOR THE EVENT WILL BE GENERAL ADMISSION.

(c) All entry to the Premises on Event dates shall be by ticket only purchased at the full ticket price except for employees of LICENSEE and LICENSOR. LICENSOR will provide, as soon as practicable on the night of each confirmed concert, a count of all tickets deposited in the Stadium's drop boxes.

(d) All ticket sales for the Event to be staged under this Agreement shall be made under the direction, control, and supervision of the Stadium/Arena Box Office Manager, and the receipts from all such sales, whether made by the LICENSOR or the LICENSEE shall be held by the LICENSOR until a completion of the Event for the express purpose of securing payment of all sums of money due or to become due to the LICENSOR hereunder.

(e) Consignment of tickets - Payment for consigned tickets or return of unsold consigned tickets must be made in whole to the Arena box office no later than 3 days prior to the event.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the Event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

(a) Should the LICENSEE fail to provide the necessary materials, personnel or supervision necessary to properly operate the Event, the LICENSOR may charge the LICENSEE for any extra services which may be reasonably necessary to perform LICENSEE'S obligations including, but not limited to, staff, materials or refunds resulting from the Event not being conducted on time, due to LICENSEE failure to fulfill its obligations under this Agreement. The LICENSEE hereby agrees to accept the premise equipped as is and further agrees to pay any and all expenses incurred by the LICENSOR for restoring the premise, any portion thereof, its site or equipment at the termination of this Agreement to the original condition, ordinary wear and tear excepted.

(b) LICENSEE agrees to incorporate LICENSOR'S reasonable recommendations relating to the set-up and conduct of the Event based on LICENSOR'S experience with staging similar events at the Sports Complex.

(c) LICENSEE certifies and attests that it has a valid, properly executed and compatible contracts with the PERFORMERS whose service forms the basis for this use of the Stadium. The acts to be supplied by the LICENSEE are referenced to in Addendum B, which is attached to this Agreement.

(d) Productions of the participants in the event.

(e) Payment to the PERFORMERS of all moneys due under and all contractual arrangements with them.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00

comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE, its contractors and subcontractors shall provide evidence of workers' compensation insurance for those employees working on the Licensed Area premises; and such workers' compensation insurance policies shall insure the obligations of such entity under the New Jersey Workers Compensation and Occupational Disease Laws with respect to the performance of the services to be provided by such entity at the Event. Evidence of such insurance coverage shall be provided to the LICENSOR at least ten (10) days prior to the Event.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said Licensed Area or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said Licensed Area and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of the Licensed Area shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of the Licensed Area, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, access gates, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the Licensed Area or because of maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

LICENSOR reserves all rights with respect to the sale of concessions in the Stadium and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, candies, sandwiches, beverages, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the Event or during any intermission which might be provided during the Event and shall receive no portion of the proceeds therefrom.

The LICENSEE shall enter into a separate agreement with ARAMARK for the sale of Event programs, and other items of merchandise related to the Event such as T-shirts, novelties, visors, sweatshirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval of the LICENSOR. LICENSOR will use its best efforts to prohibit the unauthorized sale or distribution of novelties or other items not authorized for the Event.

The merchandise deal for the Event is as follows:

ARAMARK has agreed to a \$35,000 merchandise buyout for the Event. LICENSEE will pay to LICENSOR the buyout fee and LICENSOR will remit the payment to ARAMARK.

LICENSEE warrants and represents that each band selling merchandise on their own will be responsible for remitting all applicable New Jersey State Sales taxes and any other fees or licenses needed to sell merchandise pursuant to all Federal and New Jersey State Laws and hold LICENSOR harmless for any claims or damages from LICENSEE'S failure to comply with such laws.

17. **BROADCAST RIGHTS**

LICENSEE reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the Licensed Area during the terms of this Agreement. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such broadcast privileges. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not

limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the Event or Events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such recording privileges.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect at the Sports Complex. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

(a) LICENSOR shall furnish an adequate number of parking spaces for the public and adequate personnel to man such parking facilities, at locations convenient to the Premises.

(b) Parking will be controlled and operated by LICENSOR, which will retain and be entitled to all receipts from said parking. 25 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the Event, plus parking for trucks, busses and working personnel. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR. Notwithstanding the above, LICENSOR will charge \$15.00 per car for each event day. Parking revenues shall be split as follows:

\$10.00 per car – LICENSOR
\$5.00 per car - LICENSEE

(c) LICENSEE pledges its assistance in working out the most efficient traffic and parking plan possible both during the load-in and load-out periods and during the Event for the accommodation of LICENSEE and the general public.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA/STADIUM manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said Licensed Area and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of

said Licensed Area or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF PREMISES**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said Licensed Area or any stakes driven into ground in the Licensed Area nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said Licensed Area or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said Licensed Area and premises and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

It is understood by the LICENSOR that the LICENSEE will sell sponsorships for the Event covered by this Agreement and be entitled to display temporary advertising signage at approved locations provided by the LICENSOR. LICENSOR shall also be permitted to sell event sponsorships and be entitled to a 20% commission on the sale of such sponsorships.

Notwithstanding the foregoing, all sponsorships of the LICENSEE shall not conflict or compete with existing exclusive sponsors of the LICENSOR. LICENSEE agrees to provide LICENSOR with a written list of Event sponsors ten (10) days prior to the Event.

31. **OCCUPANCY INTERRUPTION**

In case the Licensed Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the STADIUM/ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the Licensed Area. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 11:30 a.m. each day.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers

to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to exit the Licensed Area.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the Licensed Area by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought to enforce the terms of this Agreement shall be filed in a court located in the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **LICENSEE COMPLIANCE WITH UNION REQUIREMENTS**

LICENSEE shall ensure compliance with all necessary union requirements in connection with the personnel and services supplied by LICENSEE. LICENSOR shall inform LICENSEE of the terms of any trade union agreement, written or oral, affecting such personnel.

49. **AUTHORITY TO CONTRACT**

LICENSOR and LICENSEE each represent that it has the power to enter into this Agreement and to grant or receive, as the case may be, the license herein granted, that the consent of no other person or entity (governmental or otherwise) is required in connection therewith, and that this Agreement constitutes a valid and binding obligation of LICENSOR and LICENSEE, enforceable against it in accordance with the terms hereof.

50. **AMUSEMENT RIDES**

Should LICENSEE choose to provide amusement rides for LICENSEE'S Event, LICENSEE shall and its contractors, vendors and subcontractors shall conform to and comply with all of the laws of the United States and the State of New Jersey and the written rules and regulations of the New Jersey regulatory agencies which license and oversee carnival rides and amusement games (including inspections). If the LICENSOR notifies LICENSEE of a violation of any such laws, rules or regulations by any of the aforementioned parties, LICENSEE shall, in the case of any violation by LICENSEE or its employees, contractors, vendors or subcontractors immediately desist from and correct such violation. LICENSOR retains sole right of approval of all amusement rides to be operated at LICENSEE'S Event and the location(s) for such amusement rides.

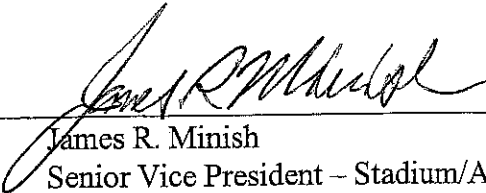
LICENSEE, its contractors, vendors and subcontractors shall provide evidence of workers' compensation insurance for those employees working on the Continental Airlines Arena premises (including adjacent parking lots); and such workers' compensation insurance policies shall insure the obligations of such entity under the New Jersey Workers Compensation and Occupational Disease Laws with respect to the performance of the services to be provided by such entity at LICENSEE'S Event. Evidence of such insurance coverage shall be provided to the LICENSOR at least ten (10) days prior to the commencement of LICENSEE'S Event.

LICENSEE shall obtain evidence of Commercial General Liability insurance from all contractors, vendors and subcontractors in an amount equal to at least \$5,000,000 per occurrence (combined single limit) including personal injury and product liability coverage. Each policy shall name LICENSOR and LICENSEE as additional insureds with respect to all operations associated with LICENSEE'S Event.

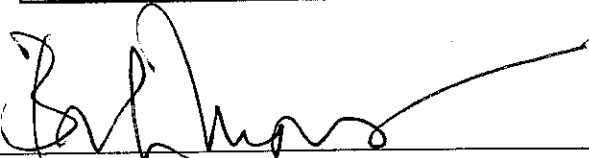
LICENSEE shall not permit any contractor, vendor or subcontractor to provide any services relating to LICENSEE'S Event unless appropriate evidence of insurance coverage with respect to such contractor, vendor or subcontractor has been provided to LICENSOR.

LICENSEE shall obtain a signed Indemnification Agreement from each contractor, vendor or subcontractor which contains an agreement from such contractor, vendor or subcontractor to indemnify the LICENSOR with regard to any claims that arise out of such contractor's, vendor's or subcontractor's operations relating to LICENSEE'S Event to the extent not otherwise covered by the insurance referenced in Paragraph 9 hereof.

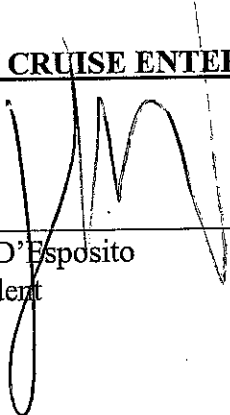
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President – Stadium/Arena

ARDEE FESTIVALS NJ, INC

By 
Bruce Moran
President

MAX CRUISE ENTERTAINMENT

By 
John D'Esposito
President

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES – CONFIGURATION**

- A. Capacity – TBD – Must be approved by the New Jersey Department of Community Affairs
- B. Ticket Prices – All tickets shall be at \$37.00
A \$2.00 facility fee is included in the ticket price and LICENSOR is entitled to keep such revenue; provided that LICENSOR shall pay fifty cents (\$0.50) of such revenue to LICENSEE at settlement. The facility fee is subject to the 7% New Jersey State Sales tax.
- C. Discounted Weekend Passes (2,000 total) – Good for admission on both days - \$67.00 – A \$2.00 facility fee is included in the ticket price and LICENSOR is entitled to keep such revenue; provided that LICENSOR shall pay fifty cents (\$0.50) of such revenue to LICENSEE at settlement. The facility fee is subject to the 7% New Jersey State Sales tax.
- D. The LICENSOR shall have the right to cause to be set aside for its purchase up to 500 tickets per day.
- E. Customary prohibitions as approved by the LICENSOR shall be printed on event ticket.

2. **SUITES**


There will be no suites in use for this Event.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

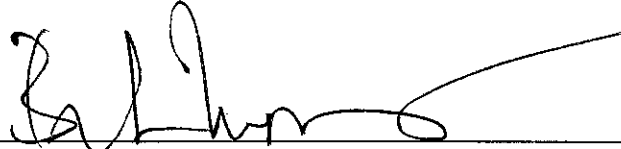
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

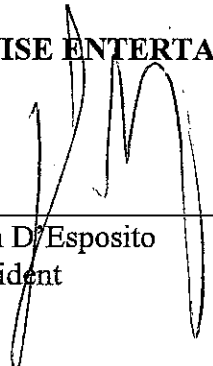
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President – Stadium/Arena

ARDEE FESTIVALS NJ, INC

By 
Bruce Moran
President

MAX CRUISE ENTERTAINMENT

By 
John D'Esposito
President

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of December, 2006 by and between the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, acting by its Chief Executive Officer or ARENA Manager, hereinafter referred to as "AUTHORITY", and SETON HALL UNIVERSITY, 400 South Orange Ave., South Orange, New Jersey 07079 hereinafter referred to as "PERMITTEE".

WITNESSETH

A. USE OF PREMISES:

1.a ARENA: Under the terms and conditions herein, Authority grants PERMITTEE a non-assignable right to use and occupy such portions of the Continental Airlines Arena, hereinafter "ARENA", described as follows: the Main Arena, and all entryways, vestibules, concourses, seating areas, parking lots, roadways, and patron conveniences associated with maximum usage of the Main Arena. In addition, certain locker rooms and lounges will be designated from existing space for use by the commencement participants as wardrobe and changing rooms.

1.b DESCRIPTION OF EVENT:

SETON HALL UNIVERSITY COMMENCEMENT EXERCISES

MONDAY, MAY 7, 2007 - 10:00 A.M.

2. TIME OF USE: Under this Agreement, PERMITTEE is entitled to use and occupy those portions of ARENA described herein from 6:00 a.m. on the 7th day of May 2007 and terminating at 2:00 p.m. on the 7th day of May 2007.

Event time is 10:00 a.m. Doors open at 8:30 a.m.

B. LICENSE FEE:

The PERMITTEE shall reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the Event, which is the subject of this Agreement.

The License Fee shall be paid under the following payment schedule:

- \$25,000 deposit against expenses due by Friday, April 27, 2007
- Final settlement within 30 days of event.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to PERMITTEE.

TERMS AND CONDITIONS OF PERMIT

1. APPROVAL OF CONTRACTS

It is agreed that this contract will not be in force until it has been signed by both parties. In the event approval is denied, any deposit will be refunded to PERMITTEE.

2. CANCELLATION BY PERMITTEE

Should PERMITTEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full license fee guarantee as called for by this Agreement shall be payable by PERMITTEE to AUTHORITY as liquidated damages, not as penalty, and PERMITTEE agrees to also pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

3. INSURANCE

PERMITTEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the PERMITTEE, which insures the operations, contemplated by this Agreement, and the contractual assumption of liability reflected therein. Such General Liability insurance shall be written with a limit of at least \$1,000,000.00 (One Million Dollars) Combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts omissions of any agents or performers and any contractors or subcontractors retained by the PERMITTEE. The AUTHORITY shall be included as an additional insured. A certificate of such insurance shall be provided to the AUTHORITY. The policy shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY. The PERMITTEE shall also provide Worker's Compensation Insurance for any of their employees as required by the Worker's Compensation and Occupational Disease Laws of the State of New Jersey. A certificate of such insurance shall also be provided to the AUTHORITY.

The AUTHORITY represents that it has commercial general liability insurance for any and all claims arising out of the structure or operations of the AUTHORITY and the AUTHORITY'S personnel, agents, servants or representatives. PERMITTEE shall be named in it as an additional insured under that policy. The AUTHORITY shall provide proof of such insurance to PERMITTEE.

4. COMPLIANCE

PERMITTEE agrees that every person connected with PERMITTEE'S use of said building shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the AUTHORITY for the government and management of said building, together with all rules and regulations of the Police and Fire departments of the City of East Rutherford, and, if the attention of said PERMITTEE is called to a violation on the part of PERMITTEE or any personnel

employed by or admitted to said premises by said PERMITTEE, said PERMITTEE will immediately desist from and correct such violation.

5. LICENSES AND PERMITS

PERMITTEE agrees to pay promptly all taxes, excise or license fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and PERMITTEE agrees to provide evidence of same to AUTHORITY upon demand in a form and a time requested by the AUTHORITY.

6. INDEMNITY

The AUTHORITY shall have no responsibility whatsoever for any damage to property of the PERMITTEE or its agents which is placed on the AUTHORITY'S site or facilities or parking lots. The PERMITTEE shall defend, indemnify and hold harmless the AUTHORITY from any and all liability for any loss, injury, or damage to any persons or any property that may be sustained by reason of the negligent activities or operations of the PERMITTEE or any of its servants, agents, or employees in connection with their responsibilities under this agreement. The AUTHORITY shall defend, indemnify and hold harmless the PERMITTEE from any and all liability for any loss, injury, or damage to any persons or any property that may be sustained by reason of the negligent activities or operations of the AUTHORITY or any of its servants, agents, or employees in connection with their responsibilities under this agreement.

7. PUBLIC SAFETY

PERMITTEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All areas of public access and assembly and all ways of access to public utilities shall be kept unobstructed by the PERMITTEE and shall not be used for any purpose other than ingress and egress to and from premises by the PERMITTEE, unless otherwise agreed to by the AUTHORITY.

8. CONCESSIONS

AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell librettos, flowers, refreshments, cigars, cigarettes, candies, sandwiches, beverages, periodicals, and other merchandise, to conduct check rooms, and other privileges and PERMITTEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. The PERMITTEE shall enter into a separate agreement with ARAMARK, the exclusive merchandiser of the AUTHORITY, for the sale to ARAMARK, of event programs, and other items of merchandise specific to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise, provided however, the net proceeds of all such sales shall be included in, and considered part of, concession revenues. The AUTHORITY shall designate stand locations for merchandising such

items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

9. BROADCAST RIGHTS

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to PERMITTEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

PERMITTEE shall assume all responsibilities and liability regarding said broadcasting, and further agrees to hold AUTHORITY harmless for all claims, damages, liability, costs and expenses (including reasonable attorney's fees arising from any suit or action related to aforesaid broadcasting).

10. COPYRIGHTS

PERMITTEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. PERMITTEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

11. PERFORMANCE APPROVAL

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and PERMITTEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. If AUTHORITY exercises its right to cancel an event under this paragraph, the PERMITTEE is responsible for all costs as enumerated in paragraph 2 hereof.

12. SERVICES PROVIDED

AUTHORITY will provide at PERMITTEE'S expense, heating/air conditioning, overhead lighting for ordinary use and use of the public address system. AUTHORITY will provide at the PERMITTEE'S expense one daily cleaning of all public spaces and between-show clean up as possible for events with more than one performance on a single day. Available dressing rooms and offices will be provided at no cost to PERMITTEE.

13. UTILITY CONNECTIONS:

Contracts for installations of cables, electricity, gas and plumbing shall be made by AUTHORITY service personnel designated by AUTHORITY in accord with

AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the AUTHORITY if completed at the request of an exhibitor. The costs incurred by the AUTHORITY for electrical, plumbing, cable or gas installations requested by the PERMITTEE shall be billed directly to the PERMITTEE who will be responsible for payment.

14. ELECTRICITY

In the event extra lights, such as spotlights, television lights, or other special lights or extraordinary electrical power shall be required by PERMITTEE, they shall be paid for by PERMITTEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. Such changes will be charged to the Exhibitor. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

15. WATER

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Any damage therein resulting from misuse of any nature or character whatever shall be paid for by the offending party.

16. PERFORMER/EXHIBITOR CONTRACTS

PERMITTEE certifies and attests that it has a valid, properly executed and compatible contract with the performers/exhibitors whose service forms the basis for this use.

17. STAFFING-EXTRA HELP

AUTHORITY shall secure, and PERMITTEE shall pay at the rates on AUTHORITY cost sheets at the time for the event all necessary staffing, including security. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by PERMITTEE will be considered reimbursable costs. These costs shall be considered reimbursable expenses to the AUTHORITY as enumerated in paragraphs 12, 13 and 14 hereof.

18. PERMITTEE PROPERTY

AUTHORITY will accept delivery of property addressed to PERMITTEE only as a service to PERMITTEE, and PERMITTEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, or custody of such property at any time. PERMITTEE further indemnifies AUTHORITY

from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by PERMITTEE must be arranged by specific agreement with the AUTHORITY. In the event that PERMITTEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

19. ARENA ACCESS

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

20. DEFACEMENT OF BUILDING

PERMITTEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building not shall be made or allow to be made any alterations of any kind therein. That if said premises, or any portion of said building or grounds, during the terms of this permit, shall be damaged by the act, default, or negligence of PERMITTEE, the PERMITTEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. PERMITTEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of PERMITTEE, or by or with the consent of PERMITTEE'S employees or any person acting for or on behalf of said PERMITTEE and said PERMITTEE agrees to have on hand at all times sufficient security to maintain order and protect persons and property as required by the AUTHORITY.

21. SIGNS AND POSTERS

PERMITTEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

22. ADVERTISING

PERMITTEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY are the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

23. OCCUPANCY INTERRUPTION

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the PERMITTEE shall pay for said premises only up to the time of said terminating at the rate herein specified and the said PERMITTEE hereby waives any claim for damages or compensation due to such termination. PERMITTEE may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but PERMITTEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the PERMITTEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation, and PERMITTEE hereby waives any claims for damages or compensation from AUTHORITY.

24. OBJECTIONABLE PERSONS

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to PERMITTEE for any damages that may be sustained by PERMITTEE through the exercise by AUTHORITY of such right.

25. REFUND OF TICKET REVENUE

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy of retaining faith. This shall include, but not be limited to, seats blocked by equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the PERMITTEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

26. AGREEMENT TO QUIT PREMISES

PERMITTEE agrees to quit licensed space no later than the time stated in this Agreement as specified in paragraph A.2. above. Failure to quit the premises will make the PERMITTEE liable for additional rent payment(s) of \$5,000.00 per hour.

27. LOST ARTICLES

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in PERMITTEE'S employ shall not collect or interfere with the collection or custody of such articles.

28. **NON-ASSIGNMENT**

PERMITTEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

29. **DEFAULT**

PERMITTEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement herein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said PERMITTEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

30. **CIVIL RIGHTS**

PERMITTEE agrees not to discriminate against any patron employee or applicant for employment because of race, religion or national origin.

31. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to PERMITTEE as a result thereof.

32. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) PERMITTEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the PERMITTEE notice of said termination in writing at any time prior to the commencement of the event.

33. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part thereof.

34. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the PERMITTEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the PERMITTEE.

35. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of binding arbitration.

36. **APPLICABLE LAW**


This Agreement shall be interpreted according to the provisions of the laws governing the State of New Jersey.

37. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the PERMITTEE an agent or employee of the AUTHORITY.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY


James R. Minish
Senior Vice President – Stadium/Arena

SETON HALL UNIVERSITY

BY


Dennis J. Garbini
Vice President for Finance & Technology

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of March, 2007 by and between The New Jersey Sports and Exposition AUTHORITY, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY and AEG Live Productions, LLC at 5750 Wilshire Blvd., Suite 501, Los Angeles, CA 90036 hereinafter referred to as LICENSEE.

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview, and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Event:	Rod Stewart
Date:	May 11, 2007
Time:	8:00 PM – 11:00 PM
Event Length:	3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00am on the 11th day of May, 2007 and to the 12th day of May, 2007 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers/exhibitors for presentation of the event.

LICENSEE will present all applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$80,000 plus stagehands.

The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

Notwithstanding the above, the LICENSEE will be required to pay for stagehand labor, insurance, credit card commissions on box office sales only, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, dressing room furniture, backstage and barricade security, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE to the extent that such damages do not arise out of AUTHORITY's negligence or willful misconduct. Any monies thereafter due the LICENSEE shall be wired on Monday, May 14, 2007. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day. The AUTHORITY acknowledges receipt of the Artist Technical Rider and agrees to comply with its provisions as applicable to AUTHORITY and the Arena.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public in consultation with LICENSEE. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor, Lower Tier	\$125.00
Lower Tier	\$95.00
Upper Tier	\$53.00

The \$2.00 facility fee, which the AUTHORITY will be entitled to retain, is on top of the ticket prices above.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) house tickets per show.

The AUTHORITY has the right to hold seats (TBD) for suite relocation for obstructed view suites due to production in sections 109, 110, 120 & 121. Of these relocated seats, (TBD) will be complimentary, and the remaining (TBD) may be purchased at the full ticket price.

e. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

Suite 121 shall be allocated to the LICENSEE.

f. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: NO COMP show except for suite tickets.

LICENSEE: NO COMP show except for suite tickets and promotional tickets approved by management.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour, unless the length time is exceeded due to AUTHORITY delay.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than force majeure or AUTHORITY default, \$80,000.00 shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all approved expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Rod Stewart

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement (4.5% commission).

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws. In addition, LICENSEE shall carry Employers Liability Coverage for a limit of not less than \$500,000.

LICENSEE agrees to obtain, at its own cost and expense, an Inland Marine Insurance Policy on a replacement cost basis covering all personal property of the LICENSEE including property of others used in connection with the show, with the exception of property owned by the AUTHORITY. The policy shall contain a waiver of subrogation in favor of the AUTHORITY.

The AUTHORITY will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, its contractors or patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payments, such sums as shall be reasonably necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons, its employees, agents and subcontractors admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided 10 days prior to the event to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security, and the AUTHORITY shall indemnify LICENSEE against any and all claims for loss, injury or damage arising out of reasonable security and crowd management activities. Artist shall have complete control of sound and lights unless safety dictates otherwise.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non-event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied, except for backstage catering, by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. Artist travels with its own tour caterer and shall pay no buyout for such right.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top, and 85/15 on CD's and DVD's only. The merchandise deal shall revert to a 80/20 split from dollar one should a \$8.00 per cap be reached.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should

AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the ARTIST.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast. To the extent such claims, damages, liability, cost and expenses do not arise out of AUTHORITY negligence.

18. **RECORDING**

LICENSEE agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer, performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege. Notwithstanding the above, subject to a separate agreement between the AUTHORITY and the performer, performer's agent or authorized representative of the performer, LICENSEE shall be permitted to record the event for archival use.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement. The AUTHORITY hereby acknowledges approval of the Rod Stewart concert.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas, and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon or spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. Fifteen parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and unless such injury or damage is a result of negligence of the AUTHORITY or its agents, watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same,

destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. Notwithstanding anything contained herein, LICENSEE'S indemnification obligations hereunder shall not apply if loss, damage, liability or injury is due to AUTHORITY'S negligence or willful misconduct.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of LICENSEE'S patrons, employees, agents and subcontractors admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY. All signage in the bowl of the Arena must be turned off when the performance begins.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY or LICENSEE impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material

in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons, with reasonable cause.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 7:00pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public; however, no refunds shall be authorized without the mutual approval of LICENSEE and AUTHORITY, and such authority shall not be unreasonably withheld, delayed or conditioned. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not reasonably possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to ARTIST approval and ARTIST contract restrictions.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above unless delay is due to AUTHORITY.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

Neither AUTHORITY nor LICENSEE will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made by LICENSEE or AUTHORITY in any material covenant or agreement therein contained, and not cured in a reasonable amount of time, this permit and the relationship of the parties at the option of the non-defaulting party shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession however, AUTHORITY shall not interfere with the performance of the Event by Artist if such performance can reasonably occur without causing AUTHORITY irreparable harm and the said LICENSEE shall notwithstanding, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees. LICENSEE must be given the reasonable opportunity to remedy any breach.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSEE or AUTHORITY or which the AUTHORITY or LICENSEE is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY provided however the AUTHORITY agrees to notify and provide a reasonable opportunity to address the AUTHORITY'S concerns. If such concerns are not properly addressed then the AUTHORITY shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be

enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement, including Artist Technical Rider sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the LICENSEE, AUTHORITY, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**


The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

49. **ADVANCE FUNDS**

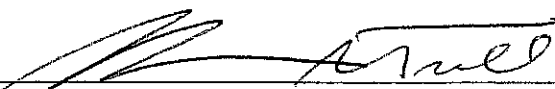
In the event that for any reason other than breach by the AUTHORITY that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the AUTHORITY all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the AUTHORITY, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the AUTHORITY from bringing direct action against the performers of the performer's entity for recovery.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President, Stadium and Arena

AEG LIVE PRODUCTIONS, LLC

By 
Shawn A. Trell
Senior Vice President

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of December, 2007 by and between the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, acting by its Chief Executive Officer or ARENA Manager, hereinafter referred to as "AUTHORITY", and SETON HALL UNIVERSITY, 400 South Orange Ave., South Orange, New Jersey 07079 hereinafter referred to as "PERMITTEE".

W I T N E S S E T H

A. USE OF PREMISES:

1.a ARENA: Under the terms and conditions herein, AUTHORITY grants PERMITTEE a non-assignable right to use and occupy such portions of the IZOD CENTER, hereinafter "ARENA", described as follows: the Main Arena, and all entryways, vestibules, concourses, seating areas, parking lots, roadways, and patron conveniences associated with maximum usage of the Main Arena. In addition, certain locker rooms and lounges will be designated from existing space for use by the commencement participants as wardrobe and changing rooms.

1.b DESCRIPTION OF EVENT:

SETON HALL UNIVERSITY COMMENCEMENT EXERCISES

MONDAY, MAY 12, 2008 - 10:00 A.M.

2. TIME OF USE: Under this Agreement, PERMITTEE is entitled to use and occupy those portions of ARENA described herein from 6:00 a.m. on the 12th day of May 2008 and terminating at 2:00 p.m. on the 12th day of May 2008.

Event time is 10:00 a.m. Doors open at 8:30 a.m.

B. LICENSE FEE:

PERMITTEE shall pay to the AUTHORITY the sum of \$20,000 as a License Fee for the Event. PERMITTEE shall also reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the Event, which is the subject of this Agreement.

The License Fee shall be paid under the following payment schedule:

- \$20,000 non-refundable deposit due upon contract signing but no later than Wednesday, January 30, 2008.
- \$30,000 deposit against expenses due by Friday, April 25, 2008.
- Final settlement within 30 days of event.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to PERMITTEE.

TERMS AND CONDITIONS OF PERMIT

1. APPROVAL OF CONTRACTS

It is agreed that this contract will not be in force until it has been signed by both parties. In the event approval is denied, any deposit will be refunded to PERMITTEE.

2. CANCELLATION BY PERMITTEE

Should PERMITTEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full license fee guarantee as called for by this Agreement shall be payable by PERMITTEE to AUTHORITY as liquidated damages, not as penalty, and PERMITTEE agrees to also pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

3. INSURANCE

PERMITTEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the PERMITTEE, which insures the operations, contemplated by this Agreement, and the contractual assumption of liability reflected therein. Such General Liability insurance shall be written with a limit of at least \$1,000,000.00 (One Million Dollars) Combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts omissions of any agents or performers and any contractors or subcontractors retained by the PERMITTEE. The AUTHORITY shall be included as an additional insured. A certificate of such insurance shall be provided to the AUTHORITY. The policy shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY. The PERMITTEE shall also provide Worker's Compensation Insurance for any of their employees as required by the Worker's Compensation and Occupational Disease Laws of the State of New Jersey. A certificate of such insurance shall also be provided to the AUTHORITY.

The AUTHORITY represents that it has commercial general liability insurance for any and all claims arising out of the structure or operations of the AUTHORITY and the AUTHORITY'S personnel, agents, servants or representatives. PERMITTEE shall be named in it as an additional insured under that policy. The AUTHORITY shall provide proof of such insurance to PERMITTEE.

4. COMPLIANCE

PERMITTEE agrees that every person connected with PERMITTEE'S use of said building shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the AUTHORITY for the government and management of said building, together with all rules and regulations of

the Police and Fire departments of the City of East Rutherford, and, if the attention of said PERMITTEE is called to a violation on the part of PERMITTEE or any personnel employed by or admitted to said premises by said PERMITTEE, said PERMITTEE will immediately desist from and correct such violation.

5. LICENSES AND PERMITS

PERMITTEE agrees to pay promptly all taxes, excise or license fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and PERMITTEE agrees to provide evidence of same to AUTHORITY upon demand in a form and a time requested by the AUTHORITY.

6. INDEMNITY

The AUTHORITY shall have no responsibility whatsoever for any damage to property of the PERMITTEE or its agents which is placed on the AUTHORITY'S site or facilities or parking lots. The PERMITTEE shall defend, indemnify and hold harmless the AUTHORITY from any and all liability for any loss, injury, or damage to any persons or any property that may be sustained by reason of the negligent activities or operations of the PERMITTEE or any of its servants, agents, or employees in connection with their responsibilities under this agreement. The AUTHORITY shall defend, indemnify and hold harmless the PERMITTEE from any and all liability for any loss, injury, or damage to any persons or any property that may be sustained by reason of the negligent activities or operations of the AUTHORITY or any of its servants, agents, or employees in connection with their responsibilities under this agreement.

7. PUBLIC SAFETY

PERMITTEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All areas of public access and assembly and all ways of access to public utilities shall be kept unobstructed by the PERMITTEE and shall not be used for any purpose other than ingress and egress to and from premises by the PERMITTEE, unless otherwise agreed to by the AUTHORITY.

8. CONCESSIONS

AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell librettos, flowers, refreshments, cigars, cigarettes, candies, sandwiches, beverages, periodicals, and other merchandise, to conduct check rooms, and other privileges and PERMITTEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. The PERMITTEE shall enter into a separate agreement with ARAMARK, the exclusive merchandiser of the AUTHORITY, for the sale to ARAMARK, of event programs, and other items of merchandise specific to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise, provided however,

the net proceeds of all such sales shall be included in, and considered part of, concession revenues. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

9. BROADCAST RIGHTS

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to PERMITTEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

PERMITTEE shall assume all responsibilities and liability regarding said broadcasting, and further agrees to hold AUTHORITY harmless for all claims, damages, liability, costs and expenses (including reasonable attorney's fees arising from any suit or action related to aforesaid broadcasting).

10. COPYRIGHTS

PERMITTEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. PERMITTEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

11. PERFORMANCE APPROVAL

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and PERMITTEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. If AUTHORITY exercises its right to cancel an event under this paragraph, the PERMITTEE is responsible for all costs as enumerated in paragraph 2 hereof.

12. SERVICES PROVIDED

AUTHORITY will provide at PERMITTEE'S expense, heating/air conditioning, overhead lighting for ordinary use and use of the public address system. AUTHORITY will provide at the PERMITTEE'S expense one daily cleaning of all public spaces and between-show clean up as possible for events with more than one performance on a single day. Available dressing rooms and offices will be provided at no cost to PERMITTEE.

13. UTILITY CONNECTIONS:

Contracts for installations of cables, electricity, gas and plumbing shall be made by AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the AUTHORITY if completed at the request of an exhibitor. The costs incurred by the AUTHORITY for electrical, plumbing, cable or gas installations requested by the PERMITTEE shall be billed directly to the PERMITTEE who will be responsible for payment.

14. ELECTRICITY

In the event extra lights, such as spotlights, television lights, or other special lights or extraordinary electrical power shall be required by PERMITTEE, they shall be paid for by PERMITTEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. Such changes will be charged to the Exhibitor. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

15. WATER

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Any damage therein resulting from misuse of any nature or character whatever shall be paid for by the offending party.

16. PERFORMER/EXHIBITOR CONTRACTS

PERMITTEE certifies and attests that it has a valid, properly executed and compatible contract with the performers/exhibitors whose service forms the basis for this use.

17. STAFFING-EXTRA HELP

AUTHORITY shall secure, and PERMITTEE shall pay at the rates on AUTHORITY cost sheets at the time for the event all necessary staffing, including security. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by PERMITTEE will be considered reimbursable costs. These costs shall be considered reimbursable expenses to the AUTHORITY as enumerated in paragraphs 12, 13 and 14 hereof.

18. PERMITTEE PROPERTY

AUTHORITY will accept delivery of property addressed to PERMITTEE only as a service to PERMITTEE, and PERMITTEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, or custody of such property at any time. PERMITTEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by PERMITTEE must be arranged by specific agreement with the AUTHORITY. In the event that PERMITTEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

19. ARENA ACCESS

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

20. DEFACEMENT OF BUILDING

PERMITTEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building not shall be made or allow to be made any alterations of any kind therein. That if said premises, or any portion of said building or grounds, during the terms of this permit, shall be damaged by the act, default, or negligence of PERMITTEE, the PERMITTEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. PERMITTEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of PERMITTEE, or by or with the consent of PERMITTEE'S employees or any person acting for or on behalf of said PERMITTEE and said PERMITTEE agrees to have on hand at all times sufficient security to maintain order and protect persons and property as required by the AUTHORITY.

21. SIGNS AND POSTERS

PERMITTEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

22. ADVERTISING

PERMITTEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY are the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

23. OCCUPANCY INTERRUPTION

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the PERMITTEE shall pay for said premises only up to the time of said terminating at the rate herein specified and the said PERMITTEE hereby waives any claim for damages or compensation due to such termination. PERMITTEE may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but PERMITTEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the PERMITTEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation, and PERMITTEE hereby waives any claims for damages or compensation from AUTHORITY.

24. OBJECTIONABLE PERSONS

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to PERMITTEE for any damages that may be sustained by PERMITTEE through the exercise by AUTHORITY of such right.

25. REFUND OF TICKET REVENUE

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy of retaining faith. This shall include, but not be limited to, seats blocked by equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the PERMITTEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

26. AGREEMENT TO QUIT PREMISES

PERMITTEE agrees to quit licensed space no later than the time stated in this Agreement as specified in paragraph A.2. above. Failure to quit the premises will make the PERMITTEE liable for additional rent payment(s) of \$5,000.00 per hour.

27. LOST ARTICLES

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in PERMITTEE'S employ shall not collect or interfere with the collection or custody of such articles.

28. NON-ASSIGNMENT

PERMITTEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

29. DEFAULT

PERMITTEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement herein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said PERMITTEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

30. CIVIL RIGHTS

PERMITTEE agrees not to discriminate against any patron employee or applicant for employment because of race, religion or national origin.

31. FORCE MAJEURE

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to PERMITTEE as a result thereof.

32. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) PERMITTEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the PERMITTEE notice of said termination in writing at any time prior to the commencement of the event.

33. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part thereof.

34. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the PERMITTEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the PERMITTEE.

35. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of binding arbitration.


36. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws governing the State of New Jersey.

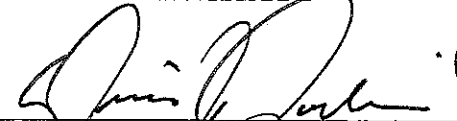
37. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the PERMITTEE an agent or employee of the AUTHORITY.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

SETON HALL UNIVERSITY

BY 
Dennis J. Garbini
Vice President for Finance & Technology



ing the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

May 5, 2003

Mary Meehan, Ph.D.
Executive Vice President
Seton Hall University
400 South Orange Avenue
South Orange, New Jersey 07079

Re: Agreement to Amend License Agreement

Dear Dr. Meehan:

The purpose of this letter is to confirm our agreement to (i) extend the term of the License Agreement (the "Agreement") dated November 1, 1999 between the New Jersey Sports and Exposition Authority (the "Authority") and Seton Hall University; and (ii) amend certain sections of the previous Agreement.

The parties hereby agree to extend the term of the Agreement for a period of three (3) years (i.e. November 1, 2003 to the conclusion of the third successive NCAA men's intercollegiate basketball season in the Spring of the year 2006) pursuant to Section 12 of the Agreement, and further agree to amend the Agreement as follows:

Section 9 entitled "Other Obligations of Licensee" is amended to add a new Paragraph C, which shall read as follows:

Licensee will provide at Licensee's sole cost and expense, a scoreboard operator, a scorekeeper, two clock operators, a statistics computer operator and assistant, and a public address announcer.

Paragraph A of Section 10 entitled "Other Obligations of Licensor" shall now read:

Licensor will provide at its cost, heating/air conditioning, overhead lighting for ordinary use, use of the public address system, staff supervision, security services, medical personnel and facilities, ambulance service, box office personnel, operations and cleaning staff, and locker rooms of a kind and quantity generally provided at the Arena for intercollegiate athletic events.

Paragraph B of Section 10 entitled "Other Obligations of Licensor" is deleted.

Section 13 entitled "Winners Club/Pirates Lounge" shall now read:

Licensee shall operate, in conjunction with the concessionaire, a non-exclusive, membership-only club at the Winners Club and Pirates Lounge for the purpose of serving food and beverages, including alcoholic beverages. Use of the Winners Club and Pirates Lounge shall be restricted to Home Game dates and only for persons attending the Licensee's Home Games and not as a facility open to the general public. Licensee shall not be permitted to sell memberships to the Winners Club or Pirates Lounge at the Club's/Lounge's entrances prior to or during the Event. The Licensor shall retain the use and control of the two Franchise Rooms.

In Section 37 entitled "Notice," notices to the Licensor shall be sent as follows:

Timothy D. Hassett
Senior Vice President, Stadium and Arena
New Jersey Sports and Exposition Authority
50 State Route 120
East Rutherford, NJ 07073

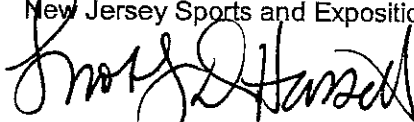
With copies to:

President and Chief Executive Officer
New Jersey Sports and Exposition Authority
50 State Route 120
East Rutherford, NJ 07073

All other sections and parts of the License Agreement dated November 1, 1999 shall remain in effect. If you concur with the terms of this Letter Agreement, please sign both copies in the space indicated and return the two (2) copies to my attention. Upon approval of the Authority's Board of Commissioners, I will execute same and return a copy to you for your files.

Thank you for your consideration. Kindly contact my office if you have any questions.

Sincerely,
New Jersey Sports and Exposition Authority



Timothy D. Hassett
Senior Vice President, Stadium and Arena

Agreed and Accepted:
Seton Hall University



Mary Meehan, Ph.D.
Executive Vice President

Date: June 2, 2003

AGREEMENT

THIS AGREEMENT OF LICENSE made as of November 1, 1999, by and between the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as Licensor), and SETON HALL UNIVERSITY, South Orange, New Jersey (hereinafter referred to as Licensee).

WITNESSETH

1. USE OF PREMISES

A. AREA Under the terms and conditions hereof, the Licensor grants to Licensee to use and occupy that portion of the CONTINENTAL AIRLINES AREA (hereinafter Arena), for the purpose of presenting Home Games described in Paragraph 1C. The areas of use are as follows: The main arena and all seating areas, entries, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences and parking toll plaza, parking lots and roadways typically associated with maximum usage of the Arena. In addition, selected team locker rooms, interview rooms and lounges will be designated by the Licensor from existing locker room areas.

B. TERM This Agreement shall commence as of November 1, 1999, and shall run to the conclusion of the fourth successive NCAA men's intercollegiate basketball season in the Spring of the year 2003.

C. GAMES EVENTS AND SCHEDULING For the term of this Agreement, Licensee shall play at the Arena the entire home schedule of games for its men's intercollegiate basketball team, including the entire schedule of Big East Conference games and the holiday tournament known as the Seton Hall/Meadowlands Tournament, if held, (Collectively "Home Games") provided that Licensee may, with Licensor's approval, play certain Home Games at Walsh Gymnasium.

Following the first year of the Agreement, Licensee and Licensor shall consult, not later than August 1 of each year, to determine the dates for scheduling the Home Games for the next season.

2. TIME OF USE

Under this Agreement, Licensee is entitled to use and occupy said Arena for a period beginning no less than two (2) hours preceding each Home Game and ending as soon as practicable but not later than two (2) hours after completion of each Home Game, for such purposes as are reasonably related to the use for which Licensee is being allowed the use of the Arena as agreed to by the parties. Notwithstanding the above, on days of a Home Game when no other event has been scheduled by the Licensor, Licensee may have the reasonable right and privilege to use the Arena, consistent with past practice and with Licensor's consent.

3. LICENSE FEE AND EXPENSES

In consideration of this license permit for occupancy and use of the above described portions of the Arena for the purpose and at the times set forth above, Licensee agrees to pay to Licensor for each event date a license fee of:

15 percent of net admissions revenues (gross ticket sales less New Jersey Sales tax), up to a maximum of \$100,000.00 net per game;

0 percent of admissions revenues from \$100,001.00 net to \$117,000.00 net per game;

12 percent of admissions revenues from \$117,001.00 net to \$150,000.00 net per game;

0 percent of admissions revenues from \$150,001.00 net to \$167,000.00 net per game;

12 percent of admissions revenues from \$167,001.00 net to \$210,000.00 net per game; and

10 percent of admissions revenues after \$210,000.00 net per game.

The rent thresholds will be adjusted upward by 10 percent in year 3 for the remainder of the Agreement.

Licensee shall also pay the Licensor for each Home Game the sum of \$32,000.00 for expenses during the first year of this agreement and \$34,000.00 per Home Game date in the second, third and fourth years. Licensee, consistent with past practice shall pay the Licensor an additional \$8,000.00 per event date for doubleheader basketball games, (with the exception of the Seton Hall/Meadowlands Tournament, if held), for the first year of this agreement and \$10,000.00 per event date in the second, third and fourth years.

Licensor and Licensee shall conduct financial settlements on a regular basis during the season as the parties may agree.

If for any reason said license fee and expenses are not paid as aforesaid, it is agreed that any box office receipts in the possession of Licensor may be applied to the payment of said license fee and expenses and Licensee waives all rights to that portion of the box office receipts necessary to pay said license fee and expenses.

4. ARENA NAME

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the Licensor and shall not otherwise be designated by Licensee in any manner or in any publication, advertising or on any ticket, unless the Licensor first consents, in writing, to such other designation. Licensee shall similarly require that any Licensee agent refer to the Arena by the name so designated in any printed material or broadcast.

5. BOX OFFICE AND TICKETS

A. Licensee shall be responsible for the printing of tickets for each Home Game, excluding tickets printed by the Licensor. Licensee shall be solely responsible for the sale of season tickets for the Home Games. Licensee agrees to use the Licensor's ticketing agent (Ticketmaster, or any successor designated by the Licensor) as the Licensee's agent to arrange to make tickets available for sale on the Ticketmaster system, or any successor ticket servicer's system and to sell tickets on the Licensee's behalf.

The Licensor and Licensee will both handle over-the-counter advance, individual and group sales and day-of-the event sales. The Licensor and Licensee's designated agent shall make discounted sales of tickets to a group. The Licensor and Licensee shall mutually agree on the amount of any ticket discount. Licensor shall be entitled to a ten percent (10%) commission on the sale of all group tickets sold by the Licensor or Licensor's agents.

Licensor's and Licensee's ticket managers will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required with respect to the sale of their tickets. Licensee shall be solely responsible for the payment of any sales tax imposed on the sale of any and all tickets to the Home Game.

Licensee shall have the right to authorize the Licensor, Ticketmaster or other agents to offer to patrons of the Home Games the ability to use credit cards for the purchase of tickets to admission at the Home Games. If Licensee so authorizes the use of credit cards, any service or other charge imposed by any such credit card company for the privilege of charging tickets on credit cards shall be passed on to the Licensee who shall be responsible for same. The charge imposed by credit card companies for the privilege of charging tickets on credit cards shall not be deducted from the calculation of Net Admissions Revenues for the purposes of determining the Licensee fee under Section 3 due Licensor from Licensee.

B. In the event that the Licensee requests the Licensor to revert to its season ticket box office arrangement, (in whole or in part) under terms outlined in Section 4, aragraph A of the 1995 Agreement, and prior to the 1999 Amendment, the Licensee agrees to pay the Licensor a fee of ten thousand (\$10,000.00) dollars per season, plus fifty (\$50.00) dollars per hour to perform all season ticket operations.

C. The parties shall mutually agree prior to commencement of the season on the ticket prices for the season.

D. Licensee shall each year, not later than December 1st turn over to Licensor forty percent (40%) of the season ticket sales revenue held by Licensee.

E. Licensee shall be responsible for making all ticket refunds for any reason, regardless of point of sale.

F. Licensee may distribute an unlimited number of complimentary tickets for each Home Game, which shall include complimentary tickets for the visiting team, provided however, if Licensee should issue more than 1,800 complimentary tickets for an Event (the excess comp tickets) Licensee shall pay Licensor an additional sum of 15% per ticket of the average ticket price for that Home Game. Licensor may be issued up to 200 complimentary tickets per Event located in the lower tier at the highest ticket price, consistent with past practice the Licensor may reserve an additional 200 tickets per Event.

G. Except as may be otherwise specifically addressed in the Agreement, luxury suite tickets shall not be considered as part of the Agreement.

H. Licensee shall be permitted to have the use of luxury Suite #121 for each Home Game covered by the Agreement.

I. The Licensee shall be responsible for the accounting and depositing of all money derived from Season and Secondary Tickets. The Licensor shall be responsible for the accounting and depositing of all money derived from Ticketmaster and tickets sold through the Arena Box Office.

J. Licensee agrees to provide the Licensor prior to the season, a list of names, addresses, and phone numbers of the Licensee's season ticket holders for the purpose of allowing the Licensor to promote other events.

K. Licensee agrees to comply with all ADA requirements in regard to ticket sales and seat locations. Licensee shall establish policies with regard to ticket sales that ensure that wheelchair users and their companions are offered a choice of ticket prices offered to persons without disabilities. Ticket prices for floor locations for wheelchair users and their companions not using a wheelchair shall be no higher than ticket prices for adjacent seats of persons without disabilities.

6. CONCESSIONS

Licensor reserves all rights with respect to the sale of concessions in the Arena and on the site of the entire Sports Complex, including but not limited to the sole right to sell or give away refreshments, candies, sandwiches, beverages, periodicals, and other merchandise, to conduct check rooms, and other privileges and Licensee shall not engage in nor undertake the sale of any of the aforesaid or similar articles or privileges either before or after the Home Game or during any intermissions which might be provided during the

Home Game and shall receive no portion of the proceeds therefrom. The sale of alcoholic beverages will only be permitted in the appropriate designated areas.

Licensee may enter into a separate agreement with Licensor's exclusive concessionaire, for the sale to the concessionaire, of items of merchandise specific to the Event such as T-shirts, sweatshirts, hats, visors, novelties and other like merchandise, provided however, the net proceeds of all such sales shall be included in, and considered part of, concession revenues. Licensor shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval of Licensor.

Licensee, for each Home Game, consistent with past practice, agrees to provide at no cost to the Licensor five (5) full color pages of advertising, in the Licensee's program for use by the Licensor, subject to the Licensee's approval which will not be unreasonably withheld.

7. CONTINENTAL AIRLINES BARTER

Licensor shall provide Licensee, in each year of this Agreement, the equivalent of \$50,000.00 of in-kind benefits, which Licensor receives from Continental Airlines. In the event that tickets sold to the Home Games shall exceed 50,000 tickets in any season, Licensor shall provide Licensee with an additional \$15,000.00 of such benefits for every 10,000 additional tickets sold to a total additional benefit value of up to \$90,000.00. Notwithstanding the requirements of this paragraph, Licensor will not be obligated for any provisions under this paragraph in the event that Continental Airlines terminates or modifies its current sponsorship agreement with the Licensor.

8. BROADCAST RIGHTS

Licensee shall have all rights for radio and television, internet and any other mutually agreed upon broadcasts of the Home Games originating from the Arena during the term of this Agreement.

Licensor shall have no responsibility or liability for the radio or television broadcasting (including ad lib remarks of announcers) including but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent it is responsible for the origination of, or the contracting for, such broadcasting, the Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, representatives, agents, and employees from any and all claims, damages, liability, costs and expenses including reasonable attorney's fees arising from a radio or television broadcast, unless the claim or liability results from the negligence or willfulness of the Licensor or its employees or agents.

9. OTHER OBLIGATIONS OF LICENSEE

A. Licensee shall provide the men's intercollegiate basketball teams for each scheduled Home Game and the game officials to officiate the games.

B. For each date that there is a television production of the games, Licensee shall pay Licensor a TV production facility usage charge of \$500.00, the reasonable costs associated with the use of the Arena's integral television cables; hook-up and disconnect of TV production vehicles and electricity; and reimburse the Licensor for labor expenses game by game if labor union jurisdiction makes it necessary for the TV production company to utilize "in-house" labor.

10. OTHER OBLIGATIONS OF LICENSOR

A. Licensor will provide at its cost, heating/air conditioning, overhead lighting for ordinary use, use of the public address system, staff supervision, security services, medical personnel and facilities, ambulance service, box office personnel, operations and cleaning staff, press box staff and locker rooms of a kind and quantity generally provided at the Arena for intercollegiate athletic events.

B. Licensor will provide at its cost, a scoreboard operator, a scorekeeper, two clock operators, a statistics computer operator and assistant and a public address announcer. Licensee shall have the reasonable right of approval of personnel filling the positions.

C. Licensor will, annually, pay for and place up to \$15,000.00 of advertising/promotions for the Home Game. Licensee shall have the right to approve all advertising/promotions.

D. All other services requested by Licensee will be at the expense of Licensee.

11. PARKING

Parking will be controlled and operated by Licensor, which will retain and be entitled to all receipts from said parking. A mutually agreed upon number of passes will be printed and presented by Licensor to Licensee for use at the Home Games. A mutually agreed number of parking spaces in Lot 21 Compound will be set aside for the use of Licensee's designees.

12. EXTENSION OF AGREEMENT

The parties shall have the option, by mutual consent, to extend this Agreement for a period of three years, to terminate at the conclusion of the NCAA mens' intercollegiate basketball season in the spring of 2006. The provisions of the extension shall be the same as those in force during the fourth year of the initial term, except that in the second and third

years of the extension, the expenses paid by Licensee to Licensor for each Event, pursuant to Paragraph 3, shall be increased to \$36,000.00 per event and an additional \$12,000.00 for doubleheaders, excluding the Seton Hall/Meadowlands Tournament, if held. The parties shall notify each other in writing not later than January 1, 2003, of their intention to exercise the option.

13. WINNERS CLUB/PIRATES LOUNGE

Licensee shall operate, in conjunction with the concessionaire, a non-exclusive, membership-only club at the Winners Club for the purpose of serving food and beverages, including alcoholic beverages. Use of the Winners Club shall be restricted to Home Game dates and only for persons attending the Licensee's Home Games and not as a facility open to the general public. Licensee shall not be permitted to sell memberships to the Winners Club at the Club's entrance prior to or during the Event. The Licensor, Consistent With Past Practice, shall continue to operate the Pirate Lounge. The Licensor shall also retain the use and control of the two Franchise Rooms.

14. ADVERTISING SIGNS AND POSTERS

All advertising spaces on the premises of Licensor are the exclusive property of Licensor and all receipts therefrom shall accrue to Licensor. However, during the games covered by this Agreement, Licensee may sell and retain income from temporary advertising signs to be displayed on the hockey dasher and courtside signage subject to the Licensor's approval, and such approval shall not be unreasonably withheld and so long as such advertisers are not in conflict with Licensor's advertisers and are otherwise consistent with the presentation of family entertainment and not political in content.

Licensee shall not itself, nor through the Big East Conference, the National Collegiate Athletic Association or any broadcaster with whom Licensee, the Big East Conference, or the National Collegiate Athletic Association has an agreement to broadcast

the games, permit the display utilizing electronic or computer technology, of any advertising device, logo or any material pertaining to any advertiser during such broadcasts in such a manner which would make it appear to the viewer of the broadcast that the advertising device, logo or material was in place at the Arena, without the expressed written consent of the Licensor, nor do anything to contribute to the creation of an impression that a relationship exists between any advertiser and Licensor, nor permit the display of any advertising device, logo or material of any advertiser whose product or service is in conflict with that of any advertiser with whom Licensor has a contractual relationship.

15. CLUB SEATS AND NEW SUITES

If the Licensor should construct club seats or new suites at the Arena, Licensor and Licensee shall negotiate the extent of Licensee's participation in the sharing of ticket revenue derived therefrom.

16. INSURANCE

Licensee shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensee which insures the Licensee's operations contemplated by this Agreement. Such General Liability insurance shall be written with a limit of at least \$1,000,000.00 (one million dollars) Combined Single Limit for Bodily Injury and Property Damage Liability, Personal Injury Liability. There shall be no exclusion or limitation or restriction with respect to claims made by participants. The Licensor shall be included as an additional insured.

A certificate of such insurance shall be provided to the Licensor by the Licensee. The policy shall also provide and the certificate shall so note, that the coverage may not be cancelled or any major change in coverage be implemented without at least thirty (30) days written notice given to the Licensor.

The Licensee shall also provide Worker's Compensation insurance for any of their employees as required by the Worker's Compensation and Occupational Disease Laws of the State of New Jersey. A certificate of such insurance shall also be provided to the Licensor.

The Licensor represents that it has Comprehensive General Liability insurance for any and all claims arising out of the structure or operations of the Licensor and the Licensor's personnel, agents, servants or representatives. Licensee shall be named as an additional insured under the policy. The Licensor shall provide proof of such insurance to Licensee.

The Licensor shall also insure against and be responsible for and Licensee shall have no liability for claims arising from the operation of vehicular traffic on the licensed premises including the parking lots operated pursuant to Paragraph 10.

The Licensor will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the Licensee. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds during the term of this Agreement, shall be damaged by the act, default, or negligence of Licensee, its agents, contractor or its patrons, the Licensee will pay to the Licensor out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, and with the exception of the fact that the withholding of such ticket sales receipts paid to Licensor shall not exceed the amount of the deductible under any Third-Party Property Damage Liability Insurance maintained by Licensee, if any, or, if Licensee does not maintain Third-Party Property Damage Liability insurance, then and in such event, the Licensor may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance

maintained by the Licensor. A certificate of such Third-Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to Licensor on request.

17. INDEMNIFICATION

Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to defend and indemnify and save harmless the Licensor against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor of Licensee, arising out of the negligent activities conducted by Licensee, its agents, employees, or authorized representatives. Licensor agrees to defend and indemnify and save harmless the Licensee against any and all claims for losses, injury or damage to persons or property arising out of the negligent activities or conduct by the Licensor, its employees, agents or authorized representatives.

18. WAIVER OF PERSONAL LIABILITY

All obligations and liabilities under this Agreement on the part of both parties are solely corporate or partnership liabilities and each party hereby releases each and every officer, agent, director, partner and member of the other party of and from any personal or individual liability under this Agreement, and no officer, agent, director, or member of either party shall at any time or under any circumstances be individually or personally liable under this Agreement or for any action taken hereunder by Licensee or otherwise in connection therewith, or for or on account of any failure on the part of that party hereunder, except with respect to fraud, intentional or willful misconduct, acts constituting a crime, malice, conduct outside the scope of employment or any other acts by an employee for which the Licensor would not be liable under the Tort Claims or Contractual Liability Acts.

19. PUBLIC SAFETY

Licensee agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by policy personnel responsible for public safety and with Licensor to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all way of access to public utilities of the premises shall be kept unobstructed by the Licensee and shall not be used for any purpose other than ingress or egress to and from the premises by the Licensee, unless otherwise agreed to by Licensor.

20. LICENSEE PROPERTY

Licensor will accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless Licensor for any loss or damage to such property in the receipt, handling, care or custody of such property at any time. Licensee further indemnifies Licensor from any claims or costs related to claims from any third party for loss or damage to property on the premises of Licensor during the time covered by this Agreement. Licensor assumes no responsibility whatsoever for any property placed in said building and Licensor is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit and all watchmen or other protective service desired by Licensee must be arranged by specific agreement with Licensor. In the event that Licensee shall leave any property on the premises after the termination of the engagement contracted for herein, Licensor may, upon five (5) days notice to Licensee, at the place specified herein for notice, dispose of said property as it may see fit, whether by selling the same, destroying it or otherwise arranging for its removal from the premises, taking full title and using the property as a source of

funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

21. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee agrees that every person connected with Licensee's use of the Arena shall abide by, conform to and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the Licensor for the governance and management of the Arena and, if the attention of Licensee is called to a violation on the part of Licensee, or any personnel employed by or admitted to said premises by Licensee, Licensee will immediately desist from and correct such violation.

22. DEFACEMENT OF BUILDING

Licensee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall make or allow to be made any alteration of any kind therein.

Licensee will not post or allow to be posted any signs, cards or posters except upon such display area as Licensor may provide. Use of such areas in a non-exclusive right. All material is subject to approval by Licensor.

23. EVENT ADVERTISING

Licensee agrees that all advertising of the Home Game will be honest and true and will include accurate information of game times and ticket prices.

24. OCCUPANCY INTERRUPTION

In case the Arena or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this lease by the Licensor impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm of

instrumentality thereof, then and thereupon, this License Agreement will terminate and the Licensee shall pay the appropriate license fee for said premises only up to the time of such termination, at the rate herein specified and the said Licensee hereby waives any claim for damages or compensation should this lease be so terminated. Licensee may, with the approval of the General Manager of the Arena, leave equipment in the premises, but Licensee assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the Licensor to evacuate the premises because of a bomb threat or for any other reason of public safety, the Licensee will retain possession of the premises for sufficient time to complete presentation of this activity without additional rental charge providing such time does not interfere with another scheduled use of the Arena. If it is not possible to complete any event on the scheduled date or a mutually acceptable rescheduled time, the fees due the Licensor for that Event shall be reasonably adjusted or pro-rated and the balance of any excess payment shall be refunded to Licensee by Licensor.

25. OBJECTIONAL PERSONS

Licensor reserves the right to eject or cause to be ejected from the premises, any objectionable person or persons and neither Licensor nor any of its officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise by Licensor of such right.

26. ANNOUNCEMENTS

Licensor reserves that right to make announcements which would relate to future attractions, institutional advertising and such announcements as Licensor may deem necessary at any time in the interest of public safety.

27. AGREEMENT TO QUIT PREMISES

Licensee agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at the commencement date of this Agreement, ordinary wear and use thereof excepted. Failure to quit the premises will make the Licensee liable for additional payment of rent as determined by the Licensor.

28. LOST ARTICLES

Licensor shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the leased premises and the Licensee or any person in Licensee's employ shall not collect or interfere with the collection of custody of such articles.

29. NON-ASSIGNMENT

Licensee will not assign, transfer, subject or compromise any right, title or interest in this Agreement, without Licensor's prior written approval.

30. DEFAULT

Licensee further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses as required under paragraph 5D of the agreement, or any part thereof at the times above specified, or if any default is made in any covenant or agreement herein contained, this license and the relationship of the parties at the option of the Licensor shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said Licensor may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said Licensee shall notwithstanding such re-entry pay the full amount of said license fee as herein agreed to be paid. In case suit or

action is instituted by Licensor to enforce compliance with the Agreement, Licensor shall be entitled to the costs of suit and reasonable attorneys' fees.

31. CIVIL RIGHTS

Licensee agrees not to discriminate against any employee or any applicant for employment because of any reason prohibited by law, and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

32. FORCE MAJEURE

If any event cannot take place, in whole or in part, because of an act of God, national emergency, war, labor dispute, fire casualty or other unforeseen occurrence or any other cause beyond the control of the Licensor or which Licensor is unable to avoid by exercise of due diligence, Licensor shall have no obligation or liability whatsoever to Licensee as a result thereof.

If any event cannot take place, in whole or in part, because of an Act of God, national emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of Licensee or which Licensee is unable to avoid by the exercise of due diligence, Licensee shall have no obligation or liability whatsoever to Licensor as a result thereof.

33. SEVERABLE AGREEMENT

This is a severable agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

34. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the Licensor and the Licensee and no amendments or modifications shall be made to the Agreement, except in writing signed by both the Licensor and the Licensee.

35. DISCRETIONARY MATTERS

Any decision affecting any material not herein expressly provided for shall rest solely within the discretion of the Licensor, its President and Chief Executive Officer or its Senior Executive Vice-President and Chief Operating Officer, Stadium/Arena.

36. RELATIONSHIP OF PARTIES

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the Licensee an agent or employee of the Licensor.

37. NOTICE

Any notice required or permitted to be given by the provisions hereof shall be conclusively deemed to have been received by a party hereto on the day it is delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or, if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such part at such address:

If to Licensee, at

Jeff Fogelson
Director of Athletics
Seton Hall University
400 South Orange Avenue
South Orange, New Jersey 07079

Dr. Laura Wankel
Vice President for Student Affairs
Seton Hall University
400 South Orange Avenue
South Orange, New Jersey 07079

If to the Licensor, at

Robert J. Castronovo
Senior Executive Vice President and
Operating Officer, Arena/Stadium
New Jersey Sports and
Exposition Authority
East Rutherford, NJ 07073

with copies to:

Christine H. Steinberg, Esq.
Senior Vice President and
General Counsel
New Jersey Sports and
Exposition Authority
East Rutherford, NJ 07073

38. CHOICE OF LAW

This Agreement shall be interpreted according to the laws of the State of New Jersey.

39. ARBITRATION

Any dispute, controversy or claim between Licensor and Licensee related to this Agreement (a "Dispute"), including, without limitation, any Dispute arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, shall be settled by arbitration, rather than litigation. Such arbitration shall be the exclusive resolution mechanism for any Dispute under this Agreement.

Arbitration may only be initiated by the delivery of a written notice of demand for arbitration by one party to the other within two (2) years after the date the Dispute has arisen, time being of the essence. The "date" the Dispute has arisen shall be the date that both parties have actual or constructive knowledge of the facts underlying the Dispute claimed. If neither party delivers a written notice of demand for arbitration within two (2) years after a Dispute has arisen, then the parties' rights with respect to such Dispute shall be deemed waived, and each party hereby releases and discharges the other party and its heirs, executors, administrators, successors and assigns from all actions, causes of action,

suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever in law or equity, which it ever had, or shall or may have for, upon or by reason of such Dispute.

Unless the parties agree upon a single arbitrator, then within thirty (30) days after the date of delivery of the written notice of demand for arbitration, each party shall appoint an individual as arbitrator. If either party refuses or neglects to appoint an arbitrator within thirty (30) days, the other party may apply to the appointor hereinafter named to name an arbitrator on behalf of the other party. The two arbitrators so appointed shall appoint a third arbitrator. If the two arbitrators do not agree on a third arbitrator within thirty (30) days after their appointment (i.e., with thirty (30) days after the appointment of the second arbitrator), then either of them or either of the parties may apply to the appointor for the appointment of the third arbitrator.

The "appointor" shall be the President (or if he or she is unavailable or it is inappropriate for him or her to act for any reason, the Senior Vice President and General Counsel) of the American Arbitration Association (or its successor or in the absence of a successor, an institution or organization offering similar services).

Unless the parties otherwise agree, any and each arbitrator hereunder shall be either (i) a retired judge of a trial or appellate court resident in a state other than New Jersey, selected from the "Independent List" of retired judges (or its then equivalent); or (ii) a member of the National Academy of Arbitrators (or its successor or in the absence of a successor, an institution or organization having a similar purpose) resident in a state other than New Jersey. No arbitrator, however selected, shall be a person who has previously acted in any capacity for either party, or who has a personal or financial interest in the result of the arbitration.

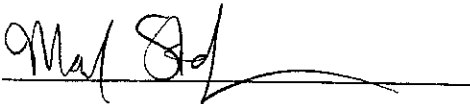
The arbitration shall be conducted in the State of New Jersey, and, except as provided in this Article, shall be conducted in accordance with the most applicable then existing rules of the American Arbitration Association (or its successor or in the absence of a successor, an institution or organization offering similar services). The decision or award rendered by the single arbitrator or a majority of the three arbitrators, as the case may be, shall be in writing and shall be final and binding on both parties. Judgment upon any decision or award rendered by such arbitrator(s) may be entered by any federal or state court having jurisdiction thereof.

Each party shall bear one half of the cost of any arbitrator and the arbitration hearing. Each party shall pay its own attorneys' fees, expert fees and other costs incurred by the party in connection with its preparation for or prosecution of the arbitration.

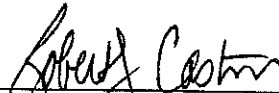
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

WITNESS:

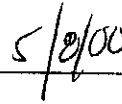
NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY



By:


Robert J. Castronovo
Senior Executive Vice President
and Chief Operating Officer,
Arena/Stadium

Date:

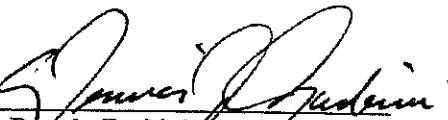


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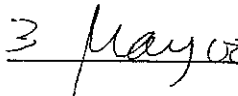
SETON HALL UNIVERSITY



By:


Dennis Garbini
Acting Vice President for
Finance and Administration

Date:



CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of December, 2006 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Fairleigh Dickinson University, 1000 River Road, H-DH3-04, Teaneck, New Jersey 07666-1914 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Fairleigh Dickinson University Commencement
Date: May 15, 2007
Time: 10:00am – 1:00pm
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 15th day of May, 2007 and to the 15th day of May, 2007 at 1:00p.m, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than May 4, 2007.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the Authority for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. Authority retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

This paragraph is purposely left blank

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Fairleigh Dickinson University Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The AUTHORITY shall be listed as additional insured under such policy.

AUTHORITY shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the AUTHORITY, which insures all operations of the AUTHORITY contemplated by this Agreement, and the contractual assumption of

liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the AUTHORITY. The Licensee shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to AUTHORITY such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY's premises.

Certificates of all such insurance shall be provided to the AUTHORITY not less than seven (7) days prior to each season. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by

AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is

hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or

instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 8:30am.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

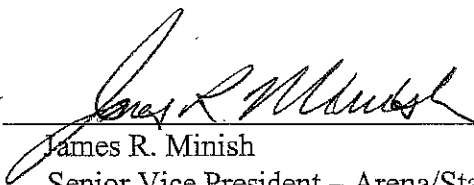
46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

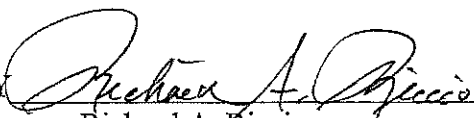
47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY  _____
James R. Minish
Senior Vice President – Arena/Stadium

FAIRLEIGH DICKINSON UNIVERSITY

BY  _____
Richard A. Riccio
Vice President for Administration

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of December, 2006 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and New Jersey City University, 2039 Kennedy Blvd., Jersey City, New Jersey 07305 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

New Jersey City University Commencement Exercises
Continental Airlines Arena
Date: May 16, 2007
Event Time: 9:30am - 1:00pm

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 16th day of May, 2007 and to the 16th day of May, 2007 at 1:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit

for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than March 1, 2007.

A \$25,000 deposit against expenses is due by Friday, April 13, 2007.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) and 1(c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called

for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

New Jersey City University Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$1,000,000 (one million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (five million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original

condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

Between the LICENSEE and the LICENSOR, subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, and subject to the provision of subsection below, shall be responsible for, and shall at it's own expense, defend itself against any and all suits, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising out of or in connection with any act or omission of the LICENSEE, its employees, agents or officers, in the performance of the obligations assumed by the LICENSEE pursuant to the Agreement. The LICENSEE hereby releases LICENSOR and their agents and representatives from any an all liabilities, claims, losses, costs, expense and demand of the LICENSEE'S performance of the obligations assumed by the LICENSEE pursuant to this agreement.

- (a) Between the LICENSEE and the LICENSOR, the LICENSOR shall be responsible for, and shall at its own expense, defend itself against any and all suites claims, losses, demands or damages of whatsoever kind of nature, arising out of or in connection with any act of omission of LICENSOR in the performance of the obligations assumed by LICENSOR pursuant to this agreement. LICENSOR hereby releases the LICENSEE from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under LICENSEE or federal law, solely out of or in connection with LICENSOR'S performance of the obligations assumed by LICENSOR pursuant to this Agreement.

- (b) In the event the LICENSEE contracts out any services to third parties contemplated by this Agreement, the LICENSEE shall cause such entity to hold harmless and indemnify Licensor from all losses, claims and expenses, including, but not limited to, attorney's fees, resulting from the Agreement, and, at the request of LICENSOR will supply proof of such indemnification.
- (c) LICENSEE will be solely responsible for the conduct and activities of LICENSEE'S employees, agents, contractors, guests and invitees and, for the purpose of the Agreement, such conduct and activities shall be deemed conduct and activities of LICENSEE. LICENSEE and its employees, agents, contractors, guests and invitees will abide by all reasonable rules and regulations adopted by LICENSOR for the use, occupancy and operation of the Premises and the Facility.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during

any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraph 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

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LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

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24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized

event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

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LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

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LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 8:00 AM.

33. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

34. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

35. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

36. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

37. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

38. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

39. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

40. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is

unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

41. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

42. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

43. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.


44. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


45. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Senior Vice President – Stadium/Arena

NEW JERSEY CITY UNIVERSITY

BY 
Howard Buxbaum
Vice President for Administration and Finance

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of December, 2006 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and the New Jersey Institute of Technology, University Heights, Newark, New Jersey 07102-1982 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

New Jersey Institute of Technology Commencement Exercises

Date: May 17, 2007

Time: 9:00am – 1:00pm

Event Length: 4 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 17th day of May, 2007 and to the 17th day of May, 2007 at 2:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts that may be required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than April 4, 2007.

A \$25,000 deposit against expenses is due by Friday, May 11, 2007.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1(b) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

New Jersey Institute of Technology Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will be responsible to LICENSOR for damages as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately take action as necessary to desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees and reimbursable expenses due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement,

LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to

require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

LICENSEE'S patrons shall be permitted to use cameras and video cameras for the Event covered by this Agreement.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination

of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full

responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 7:30am.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof, LICENSOR shall refund all deposits paid and LICENSEE shall be responsible to pay LICENSOR for all expenses incurred by the LICENSOR for the production of LICENSEE'S event.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its reasonably exercised judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the reasonably exercised approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting the activities conducted under this Agreement shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/Arena Manager, except that nothing herein shall alter or affect LICENSEE'S contractual rights as set forth in this Agreement.

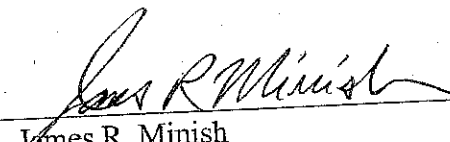
45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

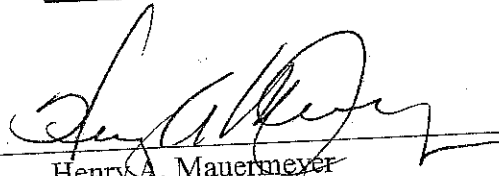
46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Senior Vice President – Stadium/Arena

NEW JERSEY INSTITUTE OF TECHNOLOGY

BY 
Henry A. Mauermeyer
Senior Vice President – Administration & Treasurer

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of December 2006 by and between the New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer or ARENA Manager, hereinafter referred to as "AUTHORITY", and MONTCLAIR STATE UNIVERSITY, Upper Montclair, New Jersey 07043 hereinafter referred to as "PERMITTEE".

WITNESSETH

A. USE OF PREMISES:

1.a. **ARENA:** Under the terms and conditions herein, Authority grants PERMITTEE a non-assignable right to use and occupy such portions of the CONTINENTAL AIRLINES ARENA, hereinafter "ARENA", described as follows: the Main Arena, and all entryways, vestibules, concourses, seating areas, parking lots, roadways, and patron conveniences associated with maximum usage of the Main Arena. In addition, certain locker rooms and lounges will be designated from existing space for use by the commencement participants as wardrobe and changing rooms.

b. DESCRIPTION OF EVENT:

Montclair State University Commencement Exercises

Date: May 18, 2007

Time: 10:00am

2. **TIME OF USE:** Under this agreement, PERMITTEE is entitled to use and occupy those portions of ARENA described herein from 6:00 a.m. on the 18th of May 2007 and terminating at 3:00 p.m. on the 18th of May 2007.

Event Time is 10:00 a.m. Doors open at 8:30 a.m.

B. LICENSE FEE:

In consideration of this permit for occupancy and use of the Arena, PERMITTEE agrees to pay AUTHORITY the sum of \$20,000.00 (twenty thousand) payable on or before May 11, 2007. In addition, PERMITTEE shall reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the event, which is the subject of this Agreement.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to PERMITTEE.

TERMS AND CONDITIONS OF PERMIT

1. APPROVAL OF CONTRACTS

It is agreed that this contract will not be in force until it has been signed by both parties. In the event approval is denied, the deposit will be refunded to PERMITTEE.

2. CANCELLATION BY PERMITTEE

Should PERMITTEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full license fee guarantee as called for by this Agreement shall be payable by PERMITTEE to AUTHORITY as liquidated damages, not as penalty, and PERMITTEE agrees to also pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

3. INSURANCE

See Attachment "A"

4. COMPLIANCE

PERMITTEE agrees that every person connected with PERMITTEE'S use of said building shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the AUTHORITY for the government and management of said building, together with all rules and regulations of the Police and Fire departments of the City of East Rutherford, and, if the attention of said PERMITTEE is called to a violation on the part of PERMITTEE or any personnel employed by or admitted to said premises by said PERMITTEE, said PERMITTEE will immediately desist from and correct such violation.

5. LICENSE AND PERMITS

PERMITTEE agrees to pay promptly all taxes, excise or license fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and PERMITTEE agrees to provide evidence of same to AUTHORITY upon demand in a form and a time requested by the AUTHORITY.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section A.2 above, there shall be an additional charge to the PERMITTEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. DAMAGE TO PROPERTY OF PERMITTEE

The AUTHORITY shall have no responsibility whatsoever for any damage to property of the PERMITTEE or its agents which is placed on the AUTHORITY'S site or facilities or parking lots.

8. PUBLIC SAFETY

PERMITTEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All areas of public access and assembly and all ways of access to public utilities shall be kept unobstructed by the PERMITTEE and shall not be used for any purpose other than ingress and egress to and from premises by the PERMITTEE, unless otherwise agreed to by the AUTHORITY.

9. CONCESSIONS

AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell librettos, flowers, refreshments, cigars, cigarettes, candies, sandwiches, beverages, periodicals,

and other merchandise, to conduct check rooms, and other privileges and PERMITTEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. The PERMITTEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise specific to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise, provided however, the net proceeds of all such sales shall be included in, and considered part of, concession revenues. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

ARAMARK will not sell or dispense alcoholic beverages during the subject event. Notwithstanding the provisions of this paragraph, the PERMITTEE has the right to sell and distribute graduation caps and gowns to event participants and the Authority and ARAMARK waive any claim to revenues generated from the sale and distribution of said caps and gowns.

10. **COPYRIGHTS**

PERMITTEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event.

11. **SERVICES PROVIDED**

AUTHORITY will provide at PERMITTEE'S expense, heating/air conditioning, overhead lighting for ordinary use and use of the public address system. AUTHORITY will provide at the PERMITTEE'S expense one daily cleaning of all public spaces and between-show clean-up as possible for events with more than one performance on a single day. Available dressing rooms and offices will be provided at no cost to PERMITTEE.

12. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the AUTHORITY if completed at the request of an exhibitor. The costs incurred by the AUTHORITY for electrical, plumbing, cable or gas installations requested by the PERMITTEE shall be billed directly to the PERMITTEE who will be responsible for payment.

13. **ELECTRICITY**

In the event extra lights, such as spotlights, television lights, or other special lights or extraordinary electrical power shall be required by PERMITTEE, they shall be paid for by PERMITTEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. Such changes will be charged to the Exhibitor. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

14. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Any damage therein resulting from misuse of any nature or character whatever shall be paid for by the offending party.

15. **STAFFING-EXTRA HELP**

AUTHORITY shall secure, and PERMITTEE shall pay at the rates on AUTHORITY cost sheets at the time for the event all necessary staffing, including security. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection platform stands, staging, props and employee work on overtime resulting from such special service requests made by PERMITTEE will be considered reimbursable costs. These costs shall be considered reimbursable expenses to the AUTHORITY as enumerated in paragraphs 14, 15, and 16 hereof.

16. **PERMITTEE PROPERTY**

AUTHORITY will accept delivery of property addressed to PERMITTEE only as a service to PERMITTEE. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchman or other protective service desired by PERMITTEE must be arranged by specific agreement with the AUTHORITY. In the event that PERMITTEE shall leave any property on the premises after their termination of the engagement contracted from herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

17. **ARENA ACCESS**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

18. **DEFACEMENT OF BUILDING**

PERMITTEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall he make or allow to be made any alterations of any kind therein. That if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of PERMITTEE, the PERMITTEE, will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. PERMITTEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of PERMITTEE, or by or with the consent of PERMITTEE'S employees or any person acting for or on behalf of said PERMITTEE and said PERMITTEE agrees to have on hand at all times sufficient security to maintain order and protect persons and property as required by the AUTHORITY.

19. **SIGNS AND POSTERS**

PERMITTEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

20. **ADVERTISING**

PERMITTEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY are the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

21. **OCCUPANCY INTERRUPTION**

In the case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the PERMITTEE shall pay for said premises only up to the time of said terminating at the rate herein specified and the said PERMITTEE hereby waives any claim for damages or compensation due to such termination. PERMITTEE may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but PERMITTEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the PERMITTEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation, and PERMITTEE hereby waives any claims for damages or compensation from AUTHORITY.

22. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to PERMITTEE for any damages that may be sustained by PERMITTEE through the exercise by AUTHORITY of such right.

23. **AGREEMENT TO QUIT PREMISES**

PERMITTEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the PERMITTEE liable for additional payment of rent as indicated in paragraph 6 above.

24. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in PERMITTEE'S employ shall not collect or interfere with the collection or custody of such articles.

25. **NON-ASSIGNMENT**

PERMITTEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

26. **DEFAULT**

PERMITTEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement herein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said PERMITTEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid.

27. **CIVIL RIGHTS**

PERMITTEE agrees not to discriminate against any patron employee or applicant for employment because of race, religion or national origin.

28. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either PARTY or which the affected PARTY is unable to avoid by exercise of due diligence, the PARTIES shall have no obligation or liability whatsoever to each other as a result thereof.

29. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) PERMITTEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the PERMITTEE notice of said termination in writing at any time prior to the commencement of the event. PERMITTEE shall have the right to cure any defect giving rise to the termination upon reasonable notice.

30. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

31. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the PERMITTEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the PERMITTEE.

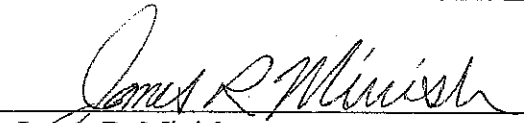
32. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws governing the State of New Jersey.

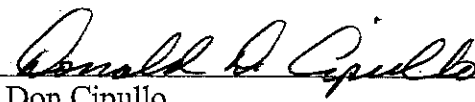
33. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the PERMITTEE an agent or employee of the AUTHORITY.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Senior Vice President – Stadium/Arena

MONTCLAIR STATE UNIVERSITY

BY 
Don Cipullo
Vice President for Finance and Treasurer

Attachment A

Any agreement signed on behalf of the State of New Jersey by a State official or employee shall be subject to all of the provisions of the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

The Act also creates a special self-insurance fund and provides for payment of claims against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the agreement should be referred for handling to the Attorney General, Division of Law, Claims Service Section, Richard J. Hughes Justice Complex, Trenton, New Jersey 08625.

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of December 2006 by and between the New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer or ARENA Manager, hereinafter referred to as "AUTHORITY", and MONTCLAIR STATE UNIVERSITY, Upper Montclair, New Jersey 07043 hereinafter referred to as "PERMITTEE".

WITNESSETH

A. USE OF PREMISES:

1.a. ARENA: Under the terms and conditions herein, Authority grants PERMITTEE a non-assignable right to use and occupy such portions of the CONTINENTAL AIRLINES ARENA, hereinafter "ARENA", described as follows: the Main Arena, and all entryways, vestibules, concourses, seating areas, parking lots, roadways, and patron conveniences associated with maximum usage of the Main Arena. In addition, certain locker rooms and lounges will be designated from existing space for use by the commencement participants as wardrobe and changing rooms.

b. DESCRIPTION OF EVENT:

Montclair State University Commencement Exercises

Date: May 18, 2007

Time: 10:00am

2. TIME OF USE: Under this agreement, PERMITTEE is entitled to use and occupy those portions of ARENA described herein from 6:00 a.m. on the 18th of May 2007 and terminating at 3:00 p.m. on the 18th of May 2007.

Event Time is 10:00 a.m. Doors open at 8:30 a.m.

B. LICENSE FEE:

In consideration of this permit for occupancy and use of the Arena, PERMITTEE agrees to pay AUTHORITY the sum of \$20,000.00 (twenty thousand) payable on or before May 11, 2007. In addition, PERMITTEE shall reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the event, which is the subject of this Agreement.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to PERMITTEE.

TERMS AND CONDITIONS OF PERMIT

1. APPROVAL OF CONTRACTS

It is agreed that this contract will not be in force until it has been signed by both parties. In the event approval is denied, the deposit will be refunded to PERMITTEE.

2. **CANCELLATION BY PERMITTEE**

Should PERMITTEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full license fee guarantee as called for by this Agreement shall be payable by PERMITTEE to AUTHORITY as liquidated damages, not as penalty, and PERMITTEE agrees to also pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

3. **INSURANCE**

See Attachment "A"

4. **COMPLIANCE**

PERMITTEE agrees that every person connected with PERMITTEE'S use of said building shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the AUTHORITY for the government and management of said building, together with all rules and regulations of the Police and Fire departments of the City of East Rutherford, and, if the attention of said PERMITTEE is called to a violation on the part of PERMITTEE or any personnel employed by or admitted to said premises by said PERMITTEE, said PERMITTEE will immediately desist from and correct such violation.

5. **LICENSE AND PERMITS**

PERMITTEE agrees to pay promptly all taxes, excise or license fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and PERMITTEE agrees to provide evidence of same to AUTHORITY upon demand in a form and a time requested by the AUTHORITY.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section A.2 above, there shall be an additional charge to the PERMITTEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **DAMAGE TO PROPERTY OF PERMITTEE**

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8. **PUBLIC SAFETY**

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and other merchandise, to conduct check rooms, and other privileges and PERMITTEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. The PERMITTEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise specific to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise, provided however, the net proceeds of all such sales shall be included in, and considered part of, concession revenues. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

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AUTHORITY agrees to furnish water by means of the appliances installed for ordinary toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Any damage therein resulting from misuse of any nature or character whatever shall be paid for by the offending party.

15. **STAFFING-EXTRA HELP**

AUTHORITY shall secure, and PERMITTEE shall pay at the rates on AUTHORITY cost sheets at the time for the event all necessary staffing, including security. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection platform stands, staging, props and employee work on overtime resulting from such special service requests made by PERMITTEE will be considered reimbursable costs. These costs shall be considered reimbursable expenses to the AUTHORITY as enumerated in paragraphs 14, 15, and 16 hereof.

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AUTHORITY will accept delivery of property addressed to PERMITTEE only as a service to PERMITTEE. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchman or other protective service desired by PERMITTEE must be arranged by specific agreement with the AUTHORITY. In the event that PERMITTEE shall leave any property on the premises after their termination of the engagement contracted from herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

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All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

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PERMITTEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall he make or allow to be made any alterations of any kind therein. That if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of PERMITTEE, the PERMITTEE, will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. PERMITTEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of PERMITTEE, or by or with the consent of PERMITTEE'S employees or any person acting for or on behalf of said PERMITTEE and said PERMITTEE agrees to have on hand at all times sufficient security to maintain order and protect persons and property as required by the AUTHORITY.

19. **SIGNS AND POSTERS**

PERMITTEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

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PERMITTEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY are the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

21. **OCCUPANCY INTERRUPTION**

In the case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the PERMITTEE shall pay for said premises only up to the time of said terminating at the rate herein specified and the said PERMITTEE hereby waives any claim for damages or compensation due to such termination. PERMITTEE may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but PERMITTEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the PERMITTEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation, and PERMITTEE hereby waives any claims for damages or compensation from AUTHORITY.

22. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to PERMITTEE for any damages that may be sustained by PERMITTEE through the exercise by AUTHORITY of such right.

23. **AGREEMENT TO QUIT PREMISES**

PERMITTEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the PERMITTEE liable for additional payment of rent as indicated in paragraph 6 above.

24. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in PERMITTEE'S employ shall not collect or interfere with the collection or custody of such articles.

25. **NON-ASSIGNMENT**

PERMITTEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

26. **DEFAULT**

PERMITTEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement herein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said PERMITTEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid.

27. **CIVIL RIGHTS**

PERMITTEE agrees not to discriminate against any patron employee or applicant for employment because of race, religion or national origin.

28. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either PARTY or which the affected PARTY is unable to avoid by exercise of due diligence, the PARTIES shall have no obligation or liability whatsoever to each other as a result thereof.

29. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) PERMITTEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the PERMITTEE notice of said termination in writing at any time prior to the commencement of the event. PERMITTEE shall have the right to cure any defect giving rise to the termination upon reasonable notice.

30. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

31. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the PERMITTEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the PERMITTEE.

32. APPLICABLE LAW


This Agreement shall be interpreted according to the provisions of the laws governing the State of New Jersey.

33. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the PERMITTEE an agent or employee of the AUTHORITY.

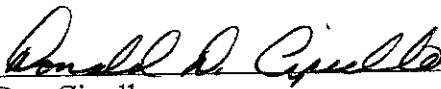
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY


James R. Minish
Senior Vice President – Stadium/Arena

MONTCLAIR STATE UNIVERSITY

BY


Don Cipullo
Vice President for Finance and Treasurer

Attachment A

Any agreement signed on behalf of the State of New Jersey by a State official or employee shall be subject to all of the provisions of the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

The Act also creates a special self-insurance fund and provides for payment of claims against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the agreement should be referred for handling to the Attorney General, Division of Law, Claims Service Section, Richard J. Hughes Justice Complex, Trenton, New Jersey 08625.

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of March, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Ardee Festivals NJ, Inc. at ~~650 Madison Avenue~~, New York, NY ~~10022~~ hereinafter referred to as LICENSEE, 200 W. 42nd ST 10036

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Roger Waters Concert

Date: May 24, 2007

Time: 8:00 pm – 11:00 pm

Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 24th day of May, 2007 and to the 25th day of May, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Roger Waters

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 70/30 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Senior Vice President - Stadium/Arena

ARDEE FESTIVALS NJ, INC

By Ron Delsener President
~~Bruce Moran~~ Ron Delsener
President

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$150.00
Upper Tier	\$85.00
Upper Tier	\$33.00

The ticket price includes a \$2.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.


C. \$3.00 per ticket on suite tickets sold, not of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

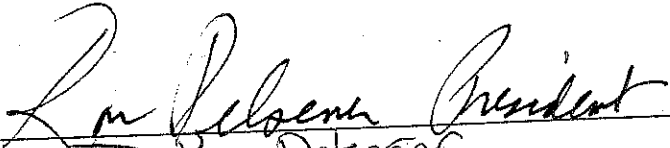
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President – Stadium/Arena

ARDEE FESTIVALS NJ, INC

By 
~~Bruce Moran~~ Ron DeSener
President

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of March, 2007 by and between the New Jersey Sports and Exposition Authority ("Licensor") and TREVANNA ENTERTAINMENT, 853 Broadway, Suite 1711, New York, NY 10003 and/or with Emmis Radio Corporation d/b/a WQHT FM – Hot 97, 395 Hudson Street, New York, NY 10014 both/together hereinafter referred to as the "Licensee." In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. LICENSE:

Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor the license to use the Premises (as defined in paragraph 2) for the purpose of staging, at the Stadium and field known as "Giants Stadium" (the "Stadium"), a concert on June 3, 2007 (hereinafter collectively referred to as the "Event").

2. PREMISES:

(a) The Stadium including, without limitation, field, access tunnels, field lights, standard field lights, locker rooms (except those of the professional franchises), restrooms, public address system, ticket booths, camera rooms, adjacent parking facilities, and all other facilities of the Stadium utilized in presenting events, shall be herein referred to as the "Premises".

(b) Licensor pledges its cooperation to Licensee's activities relating to move-in, set-up, teardown, and move-out and will work out mutually agreeable move-in dates and move-out dates.

(c) Licensee is entitled to use and occupy the Stadium from 2:00pm on the 29th day of May, 2007 and terminating at 6:00pm on the 4th day of June, 2007, for the purpose of rehearsing, installing equipment, preparing the premises and equipment for use, parking and removal of equipment afterwards or such other purposes as are reasonably related to the use for which Licensee is being allowed the use of the Stadium as agreed to by the parties.

(d) DESCRIPTION OF EVENT:

Hot 97 Summer Jam XIII

June 3, 2007

Time: 6:30pm – 11:00pm

Doors Open: 5:30pm

Vendor Village (Lot 15): 3:00pm – 6:00pm

3. STADIUM LICENSE FEE:

Licensee agrees to pay Licensor as the "License Fee" for the June 3, 2007 Event (including move-in/move-out dates as per paragraph 2 (C) above) the sum of \$175,000 plus expenses. The

Licensor will deduct the 7% New Jersey sales tax during settlement, and will remit the tax withholding directly to the New Jersey Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 4 are not paid as aforesaid, it is agreed that any box office receipts in the possession of the Licensor or revenues collected by the Licensee during the event may be applied to the payment of said License Fee and expenses and Licensee waives all rights to that portion of the box office receipts and collected revenues necessary to pay said License Fee and expenses.

4. PAYMENT OF EXPENSES:

Licensee shall pay to Licensor all direct and indirect expenses, including but not limited to move in, set up, tear down, move out as those set forth in paragraphs 5a and 5b incurred by the Licensor for the production of the Event deemed necessary by the Licensor.

A preliminary event settlement shall be completed upon conclusion of the show after the Licensor has inspected its facilities to determine what damages to its Stadium, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall preliminary include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the Licensee. A final settlement shall be completed no later than 60 days after the close of the Event.

5. SERVICES TO BE PROVIDED BY LICENSOR:

(a) The Premises will be operated and maintained in good clean working order and operating condition by Licensor for Licensee's Event including but not limited to: All turnstiles, painting, utilities, elevators, seating, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, and water drainage, and rental of field covering (i.e. terraplas) which must be approved by the GM of the Stadium.

(b) The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trades personnel required to move-in the Event, operate the Event and move-out the Event.

6. LICENSEE COMPLIANCE WITH UNION REQUIREMENTS

Licensee shall ensure compliance with all necessary union requirements (if applicable) in connection with the personnel and services supplied by Licensee. Licensor shall inform Licensee of the terms of any trade union agreement, written or oral, affecting such personnel.

7. BOX OFFICE FACILITIES AND TICKET PRICES:

(a) Ticketmaster and Licensor shall be the approved ticketing agents for the Event. Licensor shall furnish Licensee a copy of the ticket printer's manifest. Licensor shall furnish Licensee a box office statement after the Event.

(b) The scale of the house configuration and the seating shall be arranged through and subject to approval of Licensor. ALL SEATING WILL BE RESERVED, unless otherwise stipulated by Licensor.

(c) All entry to the Premises on the Event date shall be by ticket only purchased at the full ticket price except for employees of Licensee and Licensor. Licensor will provide, as soon as practicable on the night of the Event, a count of all tickets deposited in the Stadium's drop boxes.

(d) All ticket sales for the Event shall be made under the direction, control, and supervision of the Stadium/Arena Box Office Manager, and the receipts from all such sales, whether made by the Licensor or the Licensee shall be held by the Licensor until a completion of the event for the express purpose of securing payment of all sums of money due or to become due to the Licensor hereunder.

(e) Consignment of tickets - Payment for consigned tickets or return of unsold consigned tickets must be made in whole to the Arena box office no later than 3 days prior to the Event.

(f) Ticket Prices - Configuration

Gross Salable Capacity – TBD

<u>AREA</u>	<u>PRICE</u>
Floor	TBD
Lower Tier	TBD
Mezzanine	TBD
Upper Tier	TBD

The Licensor shall have the right to cause to be set aside for its purchases up to (TBD) tickets for the Event.

The Licensor has the right to hold seats for suite relocations for the tower suites and any suites obstructed due to production. These seats are located in Sections 210-214 and 227-229.

A \$2.00 facility fee is included on the ticket price and Licensor is entitled to keep such revenue.

(g) Suite Revenue Distribution - Fixed suite seats sold are credited to the Box Office statement at full ticket price, except for Suites 211B, 212A, 212B and 222A, 233, 214A, 129B, 231A, 224B, 223A which are to be complimentary and exclusive use by Licensor.

(h) Complimentary Ticket Distribution:

Licensor: 50 tickets per show
Licensee: TBD

8. ADDITIONAL CHARGES

Should the Licensee occupation time exceed the time allotted in section 2(d) above, there shall be an additional charge to the Licensee, at the discretion of the Licensor's STADIUM Manager in the sum of \$30,000.00 (thirty thousand dollars) per half hour plus expenses, unless the length time is exceeded due to Licensor delay.

9. CANCELLATION BY LICENSEE

Should Licensee cancel or not appear for the event covered under this Agreement for reasons other than force majeure or Licensor default, \$175,000.00 shall be paid to Licensor as liquidated damages, not as a penalty, and Licensee also agrees to pay all expenses incurred by Licensor in connection with the event covered by this Agreement.

10. ADVANCE FUNDS

In the event that for any reason other than breach by the Licensor that the performance will not take place, within ten (10) days of June 3, 2007, the Licensee shall forthwith return to the Licensor all funds previously advanced.

In the event that the Licensee has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is cancelled for any reason other than breach of the Licensor, the Licensee shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the Licensor from bringing direct action against the performers or the performer's entity for recovery.

11. OBLIGATIONS OF THE LICENSEE:

The general obligations of the Licensee shall be as follows:

(a) Licensee certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the Stadium. The acts to be supplied by the Licensee are as follows:

TBA

Any performers that Licensee adds to the Event are subject to Licensor approval, which shall not be unreasonably withheld, delayed, or conditioned.

(b) Productions of the participants in the event.

(c) Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

(d) Should the Licensee fail to provide the necessary materials, personnel or supervision necessary to properly operate the Event, the Licensor may charge the Licensee for any extra services which may be reasonably necessary to perform Licensee's obligations including, but not limited to, staff, materials or refunds resulting from the Event not being conducted on time, due

to Licensee failure to fulfill its obligations under this Agreement. The Licensee hereby agrees to accept the Premises equipped as is and further agrees to pay any and all expenses incurred by the Licensor for restoring the Premises, any portion thereof, its site or equipment at the termination of this Agreement to the original condition, except for ordinary wear and tear and for items not caused by Licensee, its employees or the patrons of the Event.

Licensee agrees to incorporate Licensor's recommendations relating to the set-up and conduct of the Event based on Licensor's experience with staging similar events at the Stadium.

(e) Licensee shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign. If Licensee requests the Licensor to place the advertising for this Event and the Licensor makes the necessary payment to the advertisers, the Licensor will be reimbursed at settlement.

12. INSURANCE:

Licensee shall be responsible to obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensor, Licensee and the Performers, which insures all operations, services, and facilities utilized in the fulfillment of this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (Five Million Dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any patrons, agents or performers and any contractors or sub-contractors retained by Licensee.

Licensee and Artist shall also obtain, at their own cost and expense, Worker's Compensation insurance for any obligations that they may have with respect to the statutory obligations of the New Jersey Worker's Compensation and Occupational Disease Laws.

The Licensor will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the Licensee and the Performers. This waiver will not apply to any deductible applied under this policy.

If said Premises or any portion of said building or grounds, during the term of the Event and related occupation by Licensee, shall be damaged by the act, default or negligence of the Licensee, Artist or their agents, contractors or patrons, the Licensee will pay to Licensor and Licensor shall have the right to deduct, out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear expected. The withholding of such ticket sale receipts shall not exceed the amount of the deductible under any Third Party Property Damage Liability insurance maintained by Licensee or Artist, if any, or, if neither Licensee or Artist, maintains Third Party Property Damage Liability insurance, then and in such event, the Licensor may withhold from ticket receipts to an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the Licensor. Licensee may or may not insure this obligation for damage to Licensor's premises, which is not covered by Licensor's insurance policy as it see fit.

Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of Licensee or by or with the consent of Licensee's employees or any person acting for or on behalf of said Licensee, except for Licensor's employees, agents and contractors.

Certificates of all such insurance shall be provided 10 days prior to the Event to the Licensor. The policies shall also provide, and the Certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the Licensor.

13. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee and Licensor agree that every person connected with such party's use of STADIUM shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the Licensor for the management of STADIUM, and if the attention of either party is called to a violation on the part of such party or any personnel employed by or admitted to the premises by such party, such party will immediately desist from and correct such violation.

14. LICENSES AND PERMITS

Licensee agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and Licensee agrees to provide evidence of same to Licensor upon demand.

15. INDEMNITY

Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensor against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor, of Licensee arising out of the uncured breach, gross negligence or willful misconduct of Licensee, its agents, members, contractors, subcontractors, or guests. Licensee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there. The aforementioned indemnity provision does not apply to the extent that the liability, damage or loss results from the sole negligence or gross negligence of Licensor or its employees and/or agents.

Licensor agrees to conduct its activities in connection with the Event so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensee against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensor or any contractor or subcontractor, of Licensor arising out of the uncured breach, gross negligence or willful misconduct of Licensor, its agents, members, contractors, subcontractors, or guests.

16. LIEN

Licensors shall have the first lien against ticket office receipts and all property of Licensee upon the premises of Licensor for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. Licensor is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound Licensee's property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, Licensor shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

17. PUBLIC SAFETY

Each of Licensee and Licensor agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with the other party hereto to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the Licensee and the Licensor and shall not be used for any purpose other than ingress and egress to and from premises by the Licensee, unless otherwise agreed to by the Licensor.

18. RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT

The Licensor retains the exclusive right of technical control and crowd management, including in the event that the Licensor deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the STADIUM or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. Licensee shall have no authority with respect to such crowd management and security.

19. CONCESSIONS:

Licensor reserves all rights with respect to the sale of concessions in the Stadium and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and Licensee shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the Event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

The Licensee shall enter into a separate agreement with ARAMARK for the sale of Event programs, and other items of merchandise related to the Event such as T-shirts, novelties, visors, sweatshirts and other like merchandise. The Licensor shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval of the Licensor. Licensor will use its best efforts to prohibit the unauthorized sale or distribution of novelties or other items not authorized for the Event.

The merchandise deal is 70/30, with taxes, bootleg security and credit card costs off the top and 80/20 on CDs only. ARAMARK shall be the vendor.

20. BROADCAST RIGHTS:

Licensors reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the STADIUM during the term of this Agreement. Should Licensor grant to Licensee said privilege, Licensor has the right to require advance payment to the Licensor of any estimated related costs to be incurred by the Licensor and may also require payment for said privilege in addition to the license fee. The Licensor shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the Performers.

The Licensor shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to, responsibility or liability for any violation of any rights of others by such broadcasting. To the extent it is responsible for the origination of such broadcasting, the Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast, to the extent such claims, damages, liability, cost and expenses do not arise out of Licensor gross negligence.

21. RECORDING

Licensee agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the Event without prior written approval from the Licensor and the performer, performer's agent or authorized representative of the performer. Licensor has the right to require payment for said privilege. Notwithstanding the above, subject to a separate agreement between the Licensor and the performer, performer's agent or authorized representative of the performer, Licensee shall be permitted to record the event for archival use.

22. COPYRIGHTS

Licensee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. Licensee agrees to indemnify, defend, and hold harmless the Licensor from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

23. PERFORMANCE APPROVAL

Licensor retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and Licensee agrees that no such activity or part thereof shall be given or held if Licensor files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of the agreement.

24. UTILITY CONNECTIONS

Contracts for installations of cables, electricity, gas, and plumbing shall be made by Licensee, with contractors or Licensor service personnel designated by Licensor in accord with Licensor's prevailing practice. Any exceptions must be approved in writing by Licensor. All

such connections and related work will be at the expense of the Licensee, including any related costs incurred by the Licensor.

25. ELECTRICITY

In the event extra lights, such as spotlights, television lights, or other special lights or extraordinary electrical power shall be required by Licensee, they shall be paid for by Licensee at current rates in effect in said building. All electrical connections must be made by a representative of the Licensor, or the approved Licensor electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to Licensor and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

26. WATER

Licensor agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the Licensee.

27. PARKING:

(a) Licensor shall furnish an adequate number of parking spaces for the public and adequate personnel to man such parking facilities, at locations convenient to the Premises.

(b) Parking will be controlled and operated by Licensor, which will retain and be entitled to all receipts from said parking. 25 parking passes will be printed and presented to Licensee by the Licensor for use at the Event, plus parking for trucks, busses and working personnel. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the Licensor.

(c) Licensee pledges its assistance in working out the most efficient traffic and parking plan possible both during the load-in and load-out periods and during the Event for the accommodation of Licensee and the general public.

28. CREDENTIALS

The Licensor, its officers, directors, servants, selected employees and selected concessionaires shall have access to the Premises upon presentation of the authorized event credentials to be supplied by the Licensee. Such credentials are to be appropriately displayed. The distribution of such credentials to the Licensor, its officers, directors, servants, selected employees, and selected concessionaires shall be performed by the Stadium/Arena manager. Licensee shall provide Licensor with an adequate number of backstage passes for key working personnel.

29. LICENSEE PROPERTY

Licensor will accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless Licensor for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. Licensee further indemnifies Licensor from any claims or costs related to claims from any third party for loss or damage to property on the premises of Licensor during the time covered by this Agreement. Licensor assumes no responsibility whatsoever for any property placed in said building and Licensor is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage or persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this Agreement, and watchmen or other protective service desired by Licensee must be arranged by specific agreement with the Licensor. In the event that Licensee shall leave any property on the premises after the termination of the engagement contracted for herein, Licensor may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. The aforementioned indemnity does not apply if loss, damage, liability or injury is due to Licensor sole gross negligence or willful misconduct.

30. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by Licensor.

31. DEFACEMENT OF BUILDING

Licensee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of Licensee or by the Licensee's agent, employees, patrons or any person or persons admitted to said premises by said Licensee, the Licensee will pay to Licensor out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of Licensee or by or with the consent of Licensee's employees or any person acting for or on behalf of said Licensee and Licensor agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the Licensor.

32. SIGNS AND POSTERS

Licensee will not post or allow to be posted any signs, cards, or posters except upon such display areas as Licensor may provide. Use of such areas is a non-exclusive right. All material is subject to approval by Licensor.

33. ADVERTISING

Licensee agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of Licensor is the exclusive property of Licensor and all receipts therefrom shall accrue to Licensor.

If Licensee requests the Licensor to place the advertising for the Show and the Licensor makes the necessary payment to the advertisers, the Licensor will be reimbursed by Licensee at settlement (4.5% commission).

34. OCCUPANCY INTERRUPTION

In case the Stadium or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the Licensor or Licensee impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentally thereof, then and thereupon, this license agreement will terminate and the Licensee shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. Licensee may, with the approval of the General Manager of the Stadium, leave exhibits, equipment, or show material in the premises, but Licensee assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the Licensor to evacuate the premises because of a bomb threat or for other reasons of public safety, the Licensee will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the Stadium. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

35. OBJECTIONABLE PERSONS

Licensor reserves the right to eject or cause to be ejected from the premises any objectionable person or persons.

36. OPENING HOURS

Licensor agrees to open doors for event at 5:30pm.

37. REFUND OF TICKET REVENUE

Licensor retains the right to make determination of ticket refunds for cause, in keeping with Licensor policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the reasonable opinion of the Licensor the Licensee has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

38. ANNOUNCEMENTS

Licensor reserves the right to make announcements as Licensor may deem necessary at any time in the interest of public safety. Licensee agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety,

including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to Performer approval and Performer contract restrictions.

39. LOST ARTICLES

Licensor shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in Licensee's employ shall not collect or interfere with the collection or custody of such articles.

40. NON-ASSIGNMENT

Neither Licensor nor Licensee will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

41. DEFAULT:

Licensee further covenants that, if any default is made in the payment of the license fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the Licensor shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said Licensor may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said Licensee shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case, suit or action, is instituted by Licensor to enforce compliance with the agreement, the Licensor shall be entitled to the costs of the suit and reasonable attorney's fees.

42. FORCE MAJEURE:

If the Event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the Licensee or Licensor or which the Licensor or Licensee is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

43. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the Licensor may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) Licensee is unsatisfactory or in any way does not meet the approval of the Licensor provided however the Licensor agrees to notify and provide a reasonable opportunity to address the Licensor's concerns. If such concerns are not properly addressed then the Licensor shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

44. SEVERABLE AGREEMENT

This is a severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

45. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the Licensor and the Licensee and no amendments or modifications shall be made to the Agreement, except in writing signed by both the Licensor and the Licensee.

46. DISCRETIONARY MATTERS

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the Licensee, Licensor, its Chief Executive Officer or its STADIUM/ARENA Manager.

47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the Licensee a partner, agent or employee of the Licensor.

48. APPLICABLE LAW:

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

49. NOTICES:

Unless otherwise provided herein to the contrary, all notices required under this Agreement, shall be deemed to be given when hand-delivered (with a receipt therefore) or mailed by Registered or Certified Mail, and addressed:

As to Licensee:

Carl Freed
Trevanna Entertainment
853 Broadway
Suite 1711
New York, NY 10003

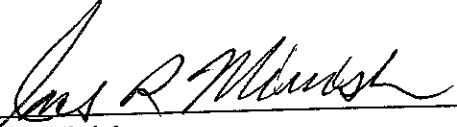
Dan Halyburton
Emmis Radio Corporation, d/b/a WQHT FM – HOT 97
395 Hudson Street
New York, NY 10014

As to Licensor:

Ron VanDeVeen
Vice President of Event Bookings
Continental Airlines Arena
50 Route 120
East Rutherford, NJ 07073

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BY


James R. Minish
Senior Vice President – Arena/Stadium

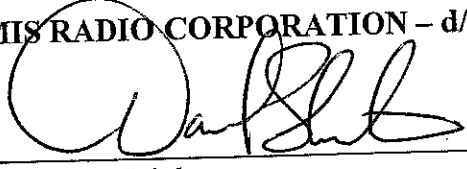
TREVANNA ENTERTAINMENT

BY


Carl Freed

EMMIS RADIO CORPORATION – d/b/a WQHT FM – HOT 97

BY


Dan Halyburton
General Manager

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of May, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Paramus Catholic High School, 425 Paramus Road, Paramus, New Jersey 07652 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Paramus Catholic High School Commencement Exercises
The Theater at Continental Airlines Arena
Date: June 4, 2007
Time: 6:30pm - 9:30pm
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 10:00 a.m. on the 4th day of June, 2007 and to the 4th day of June, 2007 at 11:30p.m, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$5,000 plus expenses.

The License Fee and expenses shall be paid by LICENSEE according to the following schedule:

- \$10,000 due by May 10, 2007
- \$20,000 due by June 1, 2007

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event. Notwithstanding the above, the LICENSEE shall be responsible for all costs incurred by the AUTHORITY for the production of LICENSEE'S practice walk through for graduates in the ARENA on a date to be determined by the AUTHORITY in its sole discretion.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. Authority retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Paramus Catholic High School Commencement Exercises

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The AUTHORITY shall be listed as additional insured under such policy.

AUTHORITY shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the AUTHORITY, which insures all operations of the AUTHORITY contemplated by this Agreement, and the contractual assumption of

liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the AUTHORITY. The Licensee shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to AUTHORITY such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY's premises.

Certificates of all such insurance shall be provided to the AUTHORITY not less than seven (7) days prior to each season. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

12. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraph 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by

AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is

hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or

instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

31. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

32. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 4:30pm.

33. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

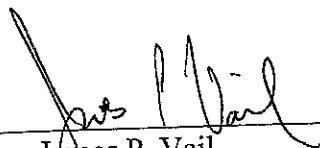
47. **RESCHEDULING DUE TO NBA/NHL**

It is hereby understood by the LICENSEE that the Event covered by this Agreement is subject to being rescheduled if there is a conflict with a subsequently scheduled game of the National Basketball Association or National Hockey League at the Arena. The rescheduling of LICENSEE'S event shall be at LICENSOR'S sole discretion and all costs associated with rescheduling the event shall be borne by LICENSEE.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Senior Vice President -- Arena/Stadium

PARAMUS CATHOLIC HIGH SCHOOL

BY 
James P. Vail
President

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of May, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Ardee Festivals NJ, Inc. at 650 Madison Avenue, New York, NY 10022 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Tim McGraw and Faith Hill Concert

Date: July 9, 2007

Time: 7:30 pm – 11:00 pm

Event Length: 3 ½ hours

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 9th day of July, 2007 and to the 10th day of July, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Tim McGraw
Faith Hill

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

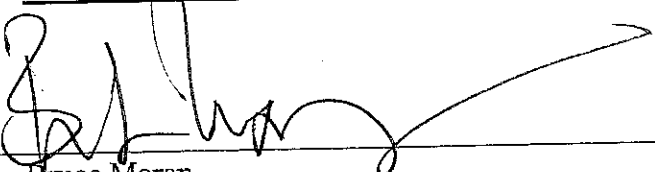
48. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President - Stadium/Arena

ARDEE FESTIVALS NJ, INC

By 
Bruce Moran
President

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$99.75
Upper Tier	\$99.75, \$69.75 & \$51.75

The ticket price includes a \$2.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

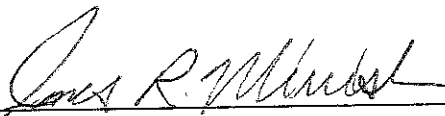
- A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.
- C. \$3.00 per ticket on suite tickets sold, not of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: NO COMP show except for suites and suite relocates.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

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Senior Vice President – Stadium/Arena

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President

CONTINENTAL AIRLINES ARENA

THIS AGREEMENT made this 7th day of December, 2006 by and between the New Jersey Sports and Exposition Authority, a body corporate and politic of the State of New Jersey, having its principal office in the Borough of East Rutherford, New Jersey, (hereinafter referred to as AUTHORITY), and Richard Nader Entertainment, Inc. having his principal office at 1520 Gulf Boulevard, Suite 1507, Clearwater, Florida, (hereinafter referred to as NADER),

WITNESSETH:

WHEREAS, AUTHORITY owns and operates the Continental Arena (hereinafter referred to as ARENA) where it conducts various sporting and entertainment events; and

WHEREAS, AUTHORITY wishes to promote, present and hold Richard Nader's Doo Wop Spectacular XVIII (hereinafter the CONCERT) on its premise in June 16, 2007; and

WHEREAS, NADER is knowledgeable about planning, designing, promoting, and producing the concert on June 16, 2007.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF EVENT**

DOO WOP SPECTACULAR XVIII

DATE- JUNE 16, 2007

TIME- 7:00 P.M.

2. **NATURE OF RELATIONSHIP: CONSIDERATION**

AUTHORITY hereby engages NADER as a consultant/executive producer for purposes of assisting AUTHORITY as the promoter in the designing, planning, promotion, executive production, advertising, and operation of the Concert at the Arena on June 16, 2007.

As a consideration for the services of NADER, AUTHORITY agrees to pay NADER the sum of \$78,200.00 in accordance with the following schedule:

- a. \$39,100.00 on March 9, 2007
- b. \$39,100.00 on June 8, 2007

c. In addition, AUTHORITY agrees to pay NADER 50% of the gross admissions revenues in excess of \$177,850.00. Gross admissions revenues shall be defined as the total amount derived from the sale of tickets less only a 7% sales tax, Ticketmaster commissions, phone charges, credit card charges, if applicable, and reimbursement for any damage sustained.

d. AUTHORITY also agrees to pay Nader for promotional expenses.

NADER agrees that all revenues and proceeds derived directly or indirectly from the concert including admissions, parking and concessions, but not including revenues derived from the sale of advertising or event programs and novelties peculiar to the event which NADER shall supply at his own cost and expense on consignment, shall be the full property of AUTHORITY and NADER shall have no right to receive any portion thereof, except as delineated in Item C. above.

It is understood that if the show runs beyond 11:00 p.m. Nader will pay all event related expenses applied from 11:00 p.m. until the end of the show.

3. RESPONSIBILITIES OF AUTHORITY

AUTHORITY is the promoter of the Concert and is ultimately responsible for the complete design, production and conduct of the Concert subject to the provisions of subparagraph 4 hereof. AUTHORITY agrees to provide at its own expense adequate dressing and bathroom facilities for the artists. In addition, AUTHORITY agrees to provide at its expense all maintenance and technical personnel, stagehands, laborers, security, ticket takers, parking lot attendants, cleaning personnel, and any other labor, equipment, or services deemed necessary for the event.

AUTHORITY reserves the right to determine the time and availability to access to areas of the Arena by NADER, but at the same time recognizes its responsibility to allow NADER sufficient time to set up the event. NADER shall have the responsibility for selecting light and sound equipment with a sufficient budget approved by the AUTHORITY. In no event shall NADER enter and use any area, part, service, or facility of the Arena without first obtaining the Stadium/Arena Manager's or his designee's prior approval.

4. TICKET PRICES

As an admission fee, the Authority shall charge the sum of \$103.00 for VIP, \$50 for remaining floor, \$40.00 for remaining lower tier and \$28.00 in upper tier. The gross saleable capacity for this event reflected in the seating manifest shall be approximately 20,369, which includes allocated complimentary tickets.

The Authority will add a facility fee of \$2.00 to the ticket price and be entitled to keep such revenue.

AUTHORITY shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

4% of capacity of total - of which 2% will go to NADER for his personal use.

All ticket sales for the event to be staged under this agreement shall be made under the direction, control, and supervision of the Stadium/Arena Box Officer Manager, and the receipts from all such sales whether made by AUTHORITY or NADER shall be held by AUTHORITY until completion of the event for the express purpose of securing payment of all sums of money due or to become due to AUTHORITY hereunder.

Site, for purposes of this agreement, shall be defined as the entire area of the Sports Complex including such areas adjacent to Sports Authority property used by the Complex for events, but not in fact owned by the New Jersey Sports & Exposition Authority.

5. RIGHT OF EVENT CONTROL

The AUTHORITY retains the right of exclusive crowd management control, including in the event the AUTHORITY deems it necessary for crowd management purposes to control access, gates, stairways and turnstiles or to shut off power in the Arena or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. NADER shall have no authority with respect to such crowd security or control.

NADER shall have complete control, supervision and direction of the acts and expressly reserves the right to control the manner, means and details of the performance or services by the Acts. NADER will, however, confer with AUTHORITY respecting the duration of THE EVENT and rehearsal of THE EVENT with a view toward securing the best presentation.

6. CREDENTIALS

AUTHORITY, its officers, directors, servants, selected employees and selected concessionaires shall have access to the premises upon presentation of the authorized event credentials to be supplied and defined by AUTHORITY in consultation with NADER. Such credentials to AUTHORITY, its officers, directors, servants, selected employees and selected concessionaires shall be performed by the Stadium/Arena Manager of AUTHORITY with the mutual consent of NADER. A list of individuals requiring backstage authorization is to be compiled and forwarded to AUTHORITY by NADER prior to the event.

7. MISCELLANEOUS FINANCIAL CONDITIONS

a. It is hereby agreed and understood that AUTHORITY currently utilizes the Ticketmaster System for the printing, accounting, and sale of tickets for all public events held at the Arena. The commissions for the use of the Ticketmaster System are as follows:

Tickets sold at the Arena Box Office .05 per ticket printed and/or sold

Tickets sold at Remote Outlets .15 per ticket printed and/or sold

Phone charges - 3% of gross ticket sales

b. NADER shall provide to AUTHORITY a list of event contracts with the following acts:

The Duprees
Kenny Vance & The Planotones
Johnny Maestro & the Brooklyn Bridge
The Classics
The Carl Gardner Coasters
Crystals
The Impressions

NADER further agrees and represents that the artists whose services are supplied hereunder shall be members in good standing of the appropriate unions having jurisdiction and NADER further agrees that the fees for all of the artists services rendered hereunder shall be paid out of the \$78,200.00 paid to NADER by AUTHORITY pursuant to Paragraph 2a and 2b hereof.

NADER agrees to indemnify and hold harmless the AUTHORITY from all claims for payment which may be asserted by any such artists against AUTHORITY or NADER. Further, NADER agrees not to present a similar performance of the Concert for a period of 30 days prior to or subsequent to June 16, 2007, within a 60-mile radius of the AUTHORITY without the express consent of the AUTHORITY. NADER further agrees to obtain all licenses and permits necessary for the production, staging, and conduct of the Concert and to work with the AUTHORITY in developing and placing proper advertising in the print and broadcast media, with a maximum budget of \$42,000.00. AUTHORITY agrees to reimburse Nader for approved advertising expenses.

8. **CANCELLATION OF EVENT**

Should NADER cancel or should a minimum of four scheduled groups not appear for the event as covered under this agreement, forcing cancellation of the event, NADER agrees to refund to the AUTHORITY any money advanced to him as well as all expenditures by the AUTHORITY for advertising and production of the event.

9. **RECORDING**

NADER agrees that no recording, either visual or audio or any kind will be made of the event or events covered by this Agreement without prior written approval from AUTHORITY and their performers' agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

10. **FORCE MAJEURE**

If the Doo Wop Spectacular XVIII cannot take place, in whole or in part, because of an act of God, national emergency, war, labor dispute, fire casualty, NADER shall be relieved of his responsibilities under this contract and AUTHORITY shall be obligated to pay NADER such compensation as he has actually earned as determined by AUTHORITY.

11. **INSURANCE**

AUTHORITY shall purchase such insurance as it deems necessary and appropriate for the concert, and shall present NADER with a certificate evidencing such coverage 10 days prior to the event.

12. **APPLICABILITY OF NEW JERSEY LAW**

The terms of this agreement shall be construed in accordance with the laws of the State of New Jersey and shall be binding upon the successors, licensees, legatees and assignees of the parties hereto in all respects.

13. **COMPLIANCE WITH NEW JERSEY LAW**

This agreement entered into by the AUTHORITY and NADER is in compliance with the laws, ordinances, regulations and requirements of the State of New Jersey and applicable governmental bodies.

14. **SEVERABILITY**

This is a severable agreement and, in the event that any part or parts shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law, and in any event that all others parts of this agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

15. ENTIRE AGREEMENT

This agreement sets for the entire understanding between AUTHORITY and NADER and no amendments or modifications shall be made to the agreement except in writing signed by both the AUTHORITY and NADER.

16. RESCHEDULING DUE TO NBA/NHL

The event is subject to being rescheduled if there is a conflict with a subsequently scheduled game of the National Basketball Association or National Hockey League at the Arena. The rescheduling of the event shall be at the AUTHORITY'S sole discretion and all costs associated with rescheduling the event shall be borne by the AUTHORITY.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

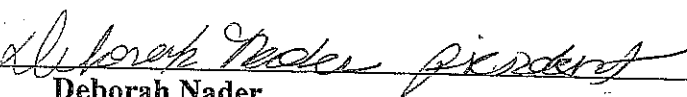
BY


James R. Minish

Senior Vice President – Stadium/Arena

RICHARD NADER ENTERTAINMENT, INC.

BY


Deborah Nader

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of May 2007 by and between the New Jersey Sports and Exposition Authority ("AUTHORITY") and Ardee Festivals NJ Inc., 650 Madison Avenue, New York, N.Y., 10022, hereinafter referred to as the LICENSEE. In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. LICENSE:

AUTHORITY hereby grants to LICENSEE and LICENSEE hereby accepts from AUTHORITY the license to use the Premises (as defined in paragraph 2) for the purpose of staging, at the Stadium and field known as "Giants Stadium" (the Stadium), a concert on July 7, 2007 (hereinafter collectively referred to as the "Event").

2. PREMISES:

(a) The Stadium including, without limitation, field, access tunnels, field lights, standard field lights, locker rooms (except those of the professional franchises), restrooms, public address system, ticket booths, camera rooms, adjacent parking facilities (except those occupied by State Fair Meadowlands as outlined below in paragraph 25), and all other facilities of the Stadium utilized in presenting events, shall be herein referred to as the "Premises".

(b) AUTHORITY pledges its cooperation to LICENSEE'S activities relating to move-in, set-up, tear-down, and move-out and will work out mutually agreeable move-in dates and move-out dates.

(c) LICENSEE is entitled to use and occupy the Stadium from 8:00am on the 1st day of July, 2007 and terminating at 6:00pm on the 9th day of July, 2007, for the purpose of rehearsing, installing equipment, preparing the premises and equipment for use, parking and removal of equipment afterwards or such other purposes as are reasonably related to the use for which LICENSEE is being allowed the use of the Stadium as agreed to by the parties.

(d) DESCRIPTION OF EVENT:

Live Earth

Date: July 7, 2007

Time: 1:00pm – 11:00pm

Doors open – 11:30am

Event Length – 10 hours

3. SERVICES TO BE PROVIDED BY AUTHORITY:

(a) The Premises will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including by way of illustration and not limitation: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, and water drainage, and rental of field covering (i.e. terraplas) which must be approved by the GM of the Stadium.

(b) The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trades personnel required to move-in the Event, operate the Event and move-out the Event.

4. LICENSEE COMPLIANCE WITH UNION REQUIREMENTS

LICENSEE shall ensure compliance with all necessary union requirements (if applicable) in connection with the personnel and services supplied by LICENSEE. AUTHORITY shall inform LICENSEE of the terms of any trade union agreement, written or oral, affecting such personnel.

5. STADIUM LICENSE FEE:

LICENSEE agrees to pay AUTHORITY as License Fee for the July 7, 2007 event upon completion of the event the sum of \$125,000 plus expenses. Should the LICENSEE require additional time for move-in or move-out there may, at the sole discretion of the AUTHORITY, be imposed an additional rental fee of up to \$15,000 per day.

Gross ticket sales shall be defined as the total sum of all tickets sold less the 7% New Jersey State Sales tax and the \$2.00 facility fee. Sales tax shall be determined by the Ticketmaster tax audit. The Authority will deduct the 7% New Jersey sales tax of the gross ticket sales during settlement, and will remit the tax withholding directly to the New Jersey Division of Taxation.

Notwithstanding the above, the parties understand that LICENSEE'S agent is a non-profit organization and may qualify as a New Jersey tax exempt organization and all proceeds from admissions to the Event are for the exclusive benefit of LICENSEE'S agent organization and do not personally benefit any individual stockholder of LICENSEE'S agent. Therefore, all ticket charges for admission to the Event may be non-taxable. The parties agree to their best efforts, including filing all necessary applications and paperwork, to obtain the benefits of this tax-exempt status, however should it be found that LICENSEE'S agent is not tax exempt, AUTHORITY shall withhold any applicable tax monies due to the New Jersey Division of Taxation for the Event.

If for any reason said License Fee and expenses as set forth in paragraph 6 are not paid as aforesaid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said

License Fee and expenses and LICENSEE waives all rights to that portion of the box office receipts and collected revenues necessary to pay said License Fee and expenses.

6. PAYMENT OF EXPENSES:

LICENSEE shall pay to AUTHORITY all direct and indirect expenses, including but not limited to move in, set up, tear down, move out as those set forth in paragraphs 3a and 3b incurred by the AUTHORITY for the production of the Event deemed necessary by the AUTHORITY. A preliminary settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damage, if any, has occurred to the premise, any portion thereof, or its equipment including terraplas and the existing playing surface. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 100 business days after the close of the Event.

7. LICENSEE'S OBLIGATIONS:

(a) Should the LICENSEE fail to provide the necessary materials, personnel or supervision necessary to properly operate the event, the AUTHORITY may charge the LICENSEE for any extra services which may be reasonably necessary to perform LICENSEE'S obligations including, but not limited to, staff, materials or refunds resulting from the Event not being conducted on time, due to LICENSEE failure to fulfill its obligations under this Agreement. The LICENSEE hereby agrees to accept the premise equipped as is and further agrees to pay any and all expenses incurred by the Authority for restoring the premise, any portion thereof, its site or equipment at the termination of this Agreement to the original condition, ordinary wear and tear excepted.

(b) LICENSEE agrees to incorporate AUTHORITY'S reasonable recommendations relating to the set-up and conduct of the Event based on AUTHORITY'S experience with staging similar events at the Stadium.

(c) LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the Stadium. The acts to be supplied by the LICENSEE are as follows:

<i>AFI</i>	<i>Dave Matthews Band</i>	<i>John Mayer</i>	<i>Smashing Pumpkins</i>
<i>Akon</i>	<i>Fall Out Boy</i>	<i>Kanye West</i>	<i>KT Tunstall</i>
<i>Alicia Keys</i>	<i>Kelly Clarkson</i>	<i>Ludacris</i>	
<i>Bon Jovi</i>	<i>Melissa Etheridge</i>	<i>Taking Back Sunday</i>	
<i>Roger Waters</i>	<i>The Police</i>	<i>Keith Urban</i>	

(d) Productions of the participants in the event.

(e) Payment to the PERFORMERS of all moneys due under and all contractual arrangements with them.

8. PERFORMANCE APPROVAL

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraph 5 & 6 hereof.

9. TICKETS:

(a) Ticketmaster and AUTHORITY shall be the approved ticketing agent for the Event. AUTHORITY shall furnish LICENSEE a copy of the ticket printer's manifest. AUTHORITY shall furnish LICENSEE a box office statement after each Event.

(b) LICENSEE shall pay AUTHORITY all indirect and direct costs of the accounting, auditing and sale of tickets. The scale of the house configuration and the seating shall be arranged through and subject to approval of AUTHORITY. ALL SEATING WILL BE RESERVED, unless otherwise stipulated by AUTHORITY.

(c) All entry to the Premises on Event dates shall be by ticket only purchased at the full ticket price except for employees of LICENSEE and AUTHORITY. AUTHORITY will provide, as soon as practicable on the night of each confirmed concert, a count of all tickets deposited in the Stadium's drop boxes.

(d) All ticket sales for the event to be staged under this Agreement shall be made under the direction, control, and supervision of the Stadium/Arena Box Office Manager, and the receipts from all such sales, whether made by the AUTHORITY or the LICENSEE shall be held by the AUTHORITY until a completion of the event for the express purpose of securing payment of all sums of money due or to become due to the AUTHORITY hereunder.

(e) Consignment of tickets - Payment for consigned tickets or return of unsold consigned tickets must be made in whole to the Arena box office no later than 3 days prior to the event.

10. PARKING:

(a) AUTHORITY shall furnish an adequate number of parking spaces for the public and adequate personnel to man such parking facilities, at locations convenient to the Premises.

(b) Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from said parking. 25 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event, plus parking for trucks, busses and working personnel. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

(c) LICENSEE pledges its assistance in working out the most efficient traffic and parking plan possible both during the load-in and load-out periods and during the Event for the accommodation of LICENSEE and the general public.

11. CONCESSIONS:

AUTHORITY reserves all rights with respect to the sale of concessions in the Stadium and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, cigars, cigarettes, candies, sandwiches, beverages, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the Event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

The LICENSEE shall enter into a separate agreement with ARAMARK for the sale of Event programs, and other items of merchandise related to the Event such as T-shirts, novelties, visors, sweatshirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval of the AUTHORITY. AUTHORITY will use its best efforts to prohibit the unauthorized sale or distribution of novelties or other items not authorized for the Event.

Merchandise deal:

75/25 with taxes, bootleg security (\$600 NJSEA) and credit card cost off the top and 85/15 on CD's and DVD's only. Aramark Sells. The merchandise deal shall revert to a 77.5/22.5 split from dollar one should a \$10.00 per cap be reached.

12. BROADCAST RIGHTS:

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the Stadium during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the License Fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. The LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, directors, representatives, agents and employees from any and all claims, damages, liability, cost and expenses, including reasonable attorney fees, arising from any radio, television, or simulcast broadcast.

13. METHOD OF OPERATION:

The operations of LICENSEE, its employees, artists, invitees and those doing business with it shall be conducted in an orderly and proper manner so as not to annoy, incite, disturb or be offensive to others. AUTHORITY shall have the right to object to LICENSEE regarding the demeanor and conduct of its employees, artists and invitees and those doing business with it, whereupon LICENSEE will take all steps necessary to remedy and/or correct the cause of the objection.

AUTHORITY retains the right of technical and crowd control in consultation with LICENSEE, including, but not limited to, control of access gates, stairways and turnstiles, or to shut off power in the Stadium or because of building maintenance problems and removal of any of the technical personnel and/or equipment from unauthorized areas.

14. FURTHER OBLIGATIONS OF AUTHORITY:

Only AUTHORITY or its agents will have the rights to sell tickets for the Event. AUTHORITY will provide LICENSEE upon request, but in any event prior to the Event a certified manifest of all tickets for the Event including those purchased by LICENSEE.

AUTHORITY will use its reasonable efforts to ensure that video cameras or recording devices or cans, bottles, glass, alcoholic beverages, fireworks, weapons or other objects that may be used as missiles, will not be allowed on the Premises.

15. INDEMNITY:

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

16. INSURANCE:

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the

LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE and Artist shall also obtain, at their own cost and expense, Workers Compensation insurance for any obligations that they may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE and Artist. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default or negligence of the LICENSEE, Artist or their agents, contractors or patrons, the LICENSEE will pay to AUTHORITY and AUTHORITY shall have the right to deduct, out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear expected. The withholding of such ticket sale receipts shall not exceed the amount of the deductible under any Third Party Property Damage Liability insurance maintained by LICENSEE or Artist, if any, or, if neither LICENSEE or Artist, maintains Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts to an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy as it see fit.

LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE.

Certificates of all such insurance shall be provided to the AUTHORITY. The policies shall also provide, and the Certificate shall so note, that the coverage may not be canceled or any major change in coverage by implemented without at least 30 days prior written notice given to the AUTHORITY.

17. AUTHORITY TO CONTRACT:

AUTHORITY and LICENSEE each represent that it has the power to enter into this Agreement and to grant or receive, as the case may be, the license herein granted, that the consent of no other person or entity (governmental or otherwise) is required in connection therewith, and that this Agreement constitutes a valid and binding obligation of AUTHORITY and LICENSEE, enforceable against it in accordance with the terms hereof.

18. FORCE MAJEURE:

If the Event cannot take place, in whole or in part, because of an Act of God, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the reasonable control of the AUTHORITY or which the AUTHORITY is unable to avoid by reasonable exercise of due diligence, neither AUTHORITY nor LICENSEE shall have any obligation or liability whatsoever to the other as a result thereof.

19. DEFAULT:

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of Event expense or any part thereof at the times above specified or if any default is made in any covenant or agreement herein contained, this permit and the relationship of the parties, at the option of the AUTHORITY, shall cease and terminate and the relationship of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all personnel therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall, notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action, is instituted by AUTHORITY to enforce compliance with the agreement AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

20. CANCELLATION OF EVENTS BY LICENSEE:

In the event, a confirmed concert is canceled by the LICENSEE, LICENSEE shall be liable to pay AUTHORITY 100% of the License Fee for such concert plus incurred expenses for which LICENSEE is responsible pursuant to the terms hereof. In the event of cancellation of the Event both parties will use their best efforts to reschedule.

21. NO AGENCY OR JOINT VENTURE:

This Agreement shall not be deemed or construed to create any agency relationship or joint venture between AUTHORITY and LICENSEE.

22. NO AMENDMENTS:

No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement. No subsequent oral agreement shall have any validity whatsoever.

23. GOVERNING LAW:

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

24. EVENT CAPACITY:

The AUTHORITY in its sole discretion shall determine the number of seats available for the Event. Due to State Fair Meadowlands, the Meadowlands Racetrack in operation,

construction of a new Giants Stadium, construction of a new railroad line through the Meadowlands Sports Complex and Xanadu construction, LICENSEE agrees to preliminarily limit the number of tickets, passes, or rights to admission to 40,000 for the Event. However, the AUTHORITY and LICENSEE shall frequently consult on the status of ticket sales and AUTHORITY'S other events with the objective of increasing the number of tickets which may be issued for the Event to as great a number as may be accommodated at the Sports Complex, in the reasonable judgment of the AUTHORITY. Notwithstanding the above, the Event capacity has been increased to 50,126.

25. STATE FAIR MEADOWLANDS:

LICENSEE has agreed to pay a \$500,000 buyout fee to AUTHORITY for the closing of State Fair Meadowlands, which occupies parking lots 9, 10, 11, 12, 14, 15, 16, adjacent to the Stadium, on July 7, 2007. LICENSEE also agrees to pay to AUTHORITY all expenses incurred by the AUTHORITY for the operation of State Fair Meadowlands for LICENSEE'S exclusive use on July 7, 2007. AUTHORITY agrees to remit any payments to the State Fair Meadowlands operator for such buyout and expenses. LICENSEE agrees to accept premises as is (including load in and load out days along with the Event day) with all amusement rides, games, attractions, storage trailers, living quarters and other such areas occupied by State Fair Meadowlands consistent with the amusement operators past practice with staging such event in previous years at the same location.

26. NOTICES:

Unless otherwise provided herein to the contrary, all notices required under this Agreement, shall be deemed to be given when hand-delivered (with a receipt therefor) or mailed by Registered or Certified Mail, and addressed:

As to LICENSEE:

Bruce Moran
President
Live Nation
220 West 42nd Street – 7th Floor
New York, New York 10036

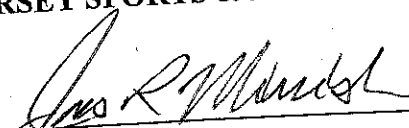
As to AUTHORITY:

James R. Minish
Senior Vice President – Stadium/Arena
Meadowlands Sports Complex
50 Route 120
East Rutherford, NJ 07073

There is hereby incorporated an Addendum attached hereto and made a part hereof. In the event there should be a conflict between the language herein and the language of the Addendum, the Addendum shall be controlling.

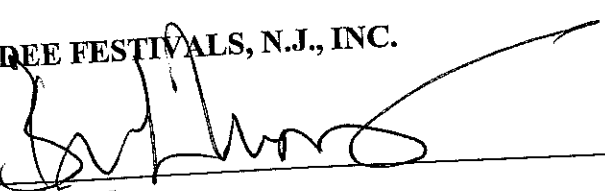
NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BY


James R. Minish
Senior Vice President - Stadium/Arena

ARDEE FESTIVALS, N.J., INC.

BY


Bruce Moran
President

ADDENDUM

1. **TICKET PRICES – CONFIGURATION**

- A. Net Capacity – 50,126 – see paragraph 24 of the venue agreement
- B. Ticket Prices – \$350.00, \$175.00, \$85.00 & \$55.00
A \$2.00 facility fee is included in the ticket price, which the Authority will have the right to retain.
- C. The Authority shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- D. Customary prohibitions as approved by the AUTHORITY shall be printed on event ticket.

2. **SUITE REVENUE DISTRIBUTION**

Fixed suite seats sold are credited to the Box Office statement at full price ticket price except for Suites 211B, 231A, 212A, 212B and 233A, 214A, 129B, 221A and 222A, which are to be complimentary and exclusive use by AUTHORITY.

3. **COMPLIMENTARY TICKET DISTRIBUTION**


It is agreed that the AUTHORITY shall be entitled to 25 top price complimentary tickets for each confirmed concert.

4. **CREDENTIALS**

The AUTHORITY, its officers, directors, servants, selected employees and selected concessionaires, shall have access to the premise upon presentation of the authorized event credentials to be supplied and defined by the LICENSEE in consultation with the ARTIST. Such credentials are to be appropriately displayed. The distribution of such credentials, are to be appropriately displayed. The distribution of such credentials to the AUTHORITY, its officers, directors, servants, selected employees, and selected concessionaires shall be performed by the Stadium/Arena manager, of the AUTHORITY, with the mutual consent of the LICENSEE. LICENSEE shall provide AUTHORITY with an adequate number of backstage passes for key working personnel.

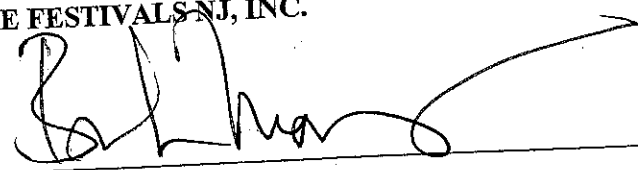
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY: _____


James R. Minish
Senior Vice President – Stadium/Arena

ARDEE FESTIVALS NJ, INC.

BY: _____


Bruce Moran
President

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of October, 2006 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Joyce Meyer Ministries, 700 Grace Parkway, P.O. Box 655, Fenton, MO 63026 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Joyce Meyer Ministries

Dates & Times:	July 18, 2007 – Load In Day
	July 19, 2007 – 7:00 pm – 10:00 pm
	July 20, 2007 – 10:00 am – 1:00 pm
	7:00 pm – 10:00 pm
	July 21, 2007 – 10:00 am – 1:00 pm
	2:00 pm – 4:00 pm **
Event Lengths:	3 hours per show
	**2 hour show

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 7:00 a.m. on the 18th day of July, 2007 and to the 21st day of July, 2007 at 8:00 p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$160,000 plus expenses.

Payment of rent and expenses by LICENSEE to LICENSOR shall be as follows:

- \$60,000 due by October 18, 2006 (\$60,000 non-refundable deposit)
- \$50,000 due by April 18, 2007 (\$50,000 rent)
- \$270,975 due by July 5, 2007 (\$50,000 rent plus 100% of estimated expenses = \$218,975 plus \$2,000 Aramark merchandise buyout)

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the LICENSEE'S Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment,

lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

The scale of the house configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. The LICENSOR agrees that all admission at the Arena will be free and will be General Admission seating.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1 (b) and (c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per half hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR, in connection with the event covered by this Agreement.

*"See Joyce Meyer"
Clause, page 11, Paragraph
40*

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Joyce Meyer Ministries

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the payment of such sums to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSEE will be required to pay such sums to LICENSOR not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note,

that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the Event covered by this Agreement. LICENSOR is empowered to impound LICENSEE'S property at the conclusion of the Event if such license fees, reimbursable expenses and taxes are not paid to LICENSOR prior to the conclusion of the Event. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any

purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

Aramark has agreed to the following merchandise buyout based on attendance (turnstile count) for all of LICENSEE'S events:

Attendance 10,000 or less - \$1,000 buyout
Attendance between 10,001 – 20,000 - \$2,000 buyout
Attendance between 20,001 – 30,000 - \$3,000 buyout
Attendance over 30,000 - \$4,000 buyout

LICENSEE shall pay to LICENSOR the buyout fee and LICENSOR will remit payment to Aramark for the merchandise buyout.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news

broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

See attached Addendum A, paragraph 1 attached hereto.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed; and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR. In addition, see attached Addendum A, paragraph 4.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSOR. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSOR shall use its standard credentials for facility access during the events.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

July 19, 2007 – 5:00 pm

July 20, 2007 – 8:00 am & 5:00 pm

July 21, 2007 – 8:00 am

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full

amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which such party is unable to avoid by exercise of due diligence, neither party shall have any obligation or liability whatsoever to the other party as a result thereof except that in the event that LICENSOR is unable to provide the venue because of a force majeure event, LICENSOR shall refund all deposits to LICENSEE within 30 days after the date of on which the event would have been held at the venue.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

48. **SUITE REVENUE DISTRIBUTION**

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

Suite 121 shall be allocated to the LICENSEE.

The LICENSOR has the right to hold seats for suite relocation for obstructed view suites due to production. These tickets are complimentary.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Senior Vice President – Stadium/Arena

Date: 12-12-06

JOYCE MEYER MINISTRIES




By Marilyn Cox
Marilyn Cox
Conference Department Manager

Date: 11-28-06



ADDENDUM A TO CONTRACT

JOYCE MEYER MINISTRIES

- 1) Licensors grants permission to Licensee, at no charge, to record any portion of the meetings held on the premises during the terms of this agreement for radio and television broadcasting or cablecasting. Accordingly, Licensors waives any rights to the recording or broadcasting of these meetings. *Except for stagehand recording fees, which Licensee will pay to Licensors.* 
- 2) Licensors grants permission to Licensee to sell event related resources during the terms of the agreement. Licensors further agrees that the fee charged for the sale of event related resources by Licensee is listed in paragraph ~~16(d) of this agreement~~ *16(c) of the venue contract.* 
- 3) Licensors and Licensee agree that freewill offerings will be taken on the premises. Accordingly, Licensors waives any rights to these freewill offerings. Licensee accepts all responsibility for said offerings. *Licensee agrees to pay to Licensors all expenses and monies due to Licensors prior to the conclusion of Licensee's event.*
- 4) Licensors will provide Licensee with a secured parking area for 7 tractor/trailers beginning Tuesday, July 17, 2007 thru Saturday, July 21, 2007 
- 5) Licensors will provide Licensee (at Licensee's expense) with 15 phone lines for credit card machines on the main concourse in an area designated by a Licensee representative.
- 6) Licensors agrees that no alcohol or tobacco products will be sold during the course of this agreement. (Advertisement marquees will remain unlit during the course of this agreement.)

James R. McInnes Date: 12-12-06
Licensors Representative

Marilyn L. Cox Date: 10-11-06
Marilyn L. Cox
Conference Department Manager
Joyce Meyer Ministries

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of May, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Ardee Festivals NJ, Inc. at 650 Madison Avenue, New York, NY 10022 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Josh Groban Concert

Date: July 24, 2007

Time: 7:30 pm – 11:00 pm

Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 24th day of July, 2007 and to the 25th day of July, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Josh Groban

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

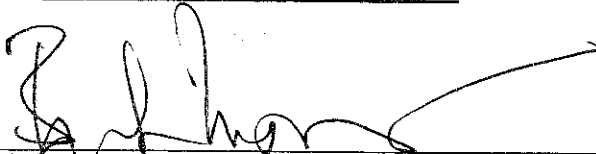
48. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
~~_____
Vice President~~ Ron VanDeVeen
Vice President & General Manager

ARDEE FESTIVALS NJ, INC

By 
Bruce Moran
President

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$97.00
Upper Tier	\$57.00, \$37.00

The ticket price includes a \$2.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**


- A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.
- C. \$3.00 per ticket on suite tickets sold, not of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. COMPLIMENTARY TICKET DISTRIBUTION

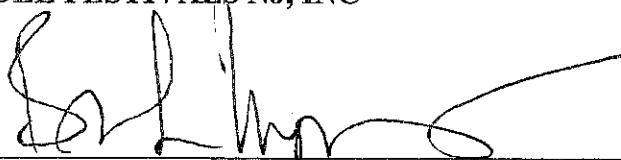
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
~~General Manager~~ Ron Van De Veen
~~General Vice President - Stadium/Arena~~ Vice President & General Manager

ARDEE FESTIVALS NJ, INC

By 
Bruce Moran
President

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of April, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and The Wiggles Live USA, Inc., 4544 Sunbelt Drive, Addison, TX 75001 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Event:	The Wiggles – Live! – Racing to the Rainbow
Date(s):	July 28 & 29, 2007
Time(s):	1:30 pm & 5:00 pm (each day)
Event Length(s):	1 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 7:00 a.m. on the 28th day of July, 2007 and to the 30th day of July, 2007 at 1:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, the LICENSOR and LICENSEE agree to the following Gross Ticket Sales splits for the Event covered by this Agreement:

DEDUCTIONS FROM GROSS TICKET SALES (OFF THE TOP):

- 7% New Jersey State Sales Tax
- Advertising
- Credit Card Commissions at Box Office
- Group Sales Commissions (10%)

REMAINDER OF GROSS TICKET SALES TO BE SPLIT:

- 65% LICENSEE / 35% LICENSOR - \$0 - \$300,000
- 70% LICENSEE / 30% LICENSOR - \$300,001 - \$400,000
- 75% LICENSEE / 25% LICENSOR - \$400,001 - \$600,000
- 80% LICENSEE / 20% LICENSOR - \$600,000 and above

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR will be required to pay for Event Supervision, Per Diem Staff (ushers, ticket takers, security, medical, box office, matrix, etc.), Union trades (electricians, carpenters, plumbers, laborers, teamsters, cleaners, etc.), Stagehands, utilities, set up fees, one (1) T1 line, one (1) phone line and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event. LICENSOR agrees to provide its in house stage and in house spotlights for LICENSEE'S use during the Event.

LICENSEE will be required to pay for Event production (including any additional spotlights), catering, lodging, insurance, dressing room furniture, additional phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI/SESAC Music License Fees, hospitality, transportation and any additional items needed to produce the shows.

A preliminary event settlement shall be completed upon conclusion of the shows after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total (net of tax).

6. **TICKET PRICES - CONFIGURATION**

A. Ticket prices:

Day, Date	Time	Type	P1	P2	P3	P4
Saturday, July 28	1:30 PM	Full	\$42.00	\$35.00	\$28.00	\$20.00
		Group	\$42.00	\$32.00	\$25.00	\$20.00
		Discount	\$39.00	\$32.00	\$25.00	\$17.00
		Promotion	\$37.00	\$30.00	\$23.00	\$15.00
Saturday, July 28	5:00 PM	Full	\$42.00	\$35.00	\$28.00	\$20.00
		Group	\$42.00	\$32.00	\$25.00	\$20.00
		Discount	\$39.00	\$32.00	\$25.00	\$17.00
		Promotion	\$37.00	\$30.00	\$23.00	\$15.00
Sunday, July 29	1:30 PM	Full	\$42.00	\$35.00	\$28.00	\$20.00
		Group	\$42.00	\$32.00	\$25.00	\$20.00
		Discount	\$39.00	\$32.00	\$25.00	\$17.00
		Promotion	\$37.00	\$30.00	\$23.00	\$15.00
Sunday, July 29	5:00 PM	Full	\$42.00	\$35.00	\$28.00	\$20.00
		Group	\$42.00	\$32.00	\$25.00	\$20.00
		Discount	\$39.00	\$32.00	\$25.00	\$17.00
		Promotion	\$37.00	\$30.00	\$23.00	\$15.00

The \$2.00 facility fee, which the LICENSOR will be entitled to retain, is on top of the ticket prices above.

Net Capacity per show – (TBD)

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

7. **SUITES**

- A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the 29 luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).
- B. Suite 121 shall be allocated to the LICENSEE. Suite 121 may be obstructed view due to production setup.

- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

8. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

9. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

10. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

- a. LICENSEE certifies and attests that it has valid, properly executed and compatible contracts with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

The Wiggles – Live! Racing to the Rainbow!

- b. Production of the participants in the event.
c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign in consultation with LICENSOR.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement (4.5% outside agency commission). Advertising account is as follows:

NOT APPLICABLE

11. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or

permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

12. COMPLIANCE WITH LAWS AND REGULATIONS

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

13. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

14. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission or breach of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence or willful misconduct of the LICENSOR, its employees or agents. LICENSOR agrees to indemnify LICENSEE in kind.

15. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

16. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

17. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

18. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. There will be no alcohol sales at the Event.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

19. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

20. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

21. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

22. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

23. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

24. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

25. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

26. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment,

labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

27. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

28. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

29. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

30. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or

with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

31. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

32. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

33. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

34. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

35. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

July 28 – 12:30 PM, 4:00 PM

July 29 – 12:30 PM, 4:00 PM

36. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

37. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

38. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 8 above.

39. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

40. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

41. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

42. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

43. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

44. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

45. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

46. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

47. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

48. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


49. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

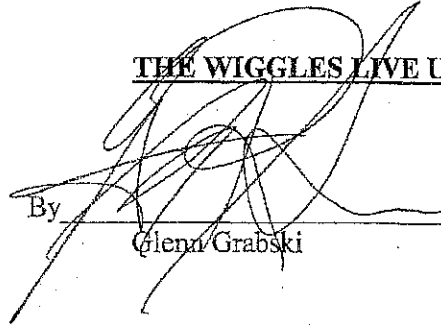
50. ARENA NAME

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President - Stadium/Arena

THE WIGGLES LIVE USA, INC.

By 
Glenn Grabski

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of May, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and International Fight League, Inc., 424 West 33rd Street, Suite 650, New York, NY 10001 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below (hereinafter the "Event").

b. DESCRIPTION OF EVENT:

International Fight League - Semi-Finals

Date: July 31 and August 1, 2007 - Load In

August 2, 2007 - Event Day

Time: 7:30 pm - 11:30 pm

Event Length: 4 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 31st day of July, 2007 and to the 3rd day of August, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any unauthorized area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. For clarification, it is agreed that LICENSEE's participant fees will not be included in Pot Expenses.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to the following revenue splits subject to the terms below.

"Gross Ticket Sales" shall be defined as the total sum of all tickets sold less the New Jersey State Athletic Control Board Tax and the \$2.00 facility fee. The New Jersey State Athletic Control Board Tax shall be determined by the New Jersey State Athletic Control Board's Gross Ticket Sales tax formula as defined below. The LICENSOR will be permitted to deduct the New Jersey Athletic Control Board Tax during settlement, and will remit the tax withholding directly to the New Jersey State Athletic Control Board.

New Jersey State Athletic Control Board tax formula includes a tax on the total gross receipts from the sale of tickets and on the face value of all tickets issued as complimentary tickets. The tax formula is as follows:

- 3% of the first \$25,000
- 4% of the next \$50,000
- 5% of the next \$125,000
- 6% of any amount exceeding \$200,000
- In no event shall any tax assessed under the provisions of the tax formula exceed \$100,000.

In consideration of LICENSOR and LICENSEE'S performance of its obligations, LICENSOR and LICENSEE shall each receive fifty (50%) percent of the Pot Revenues (as defined herein) less Pot Expenses (as defined herein).

"Pot Revenues" shall mean all income derived from Gross Ticket Sales, LICENSOR'S gross share of food and beverage sales received from Aramark (LICENSOR'S exclusive caterer), LICENSOR'S parking proceeds (less cost and taxes), any local sponsorship income and any of LICENSOR'S ticketing rebates or discounts.

"Pot Expenses" shall mean all mutually approved Event costs incurred by LICENSOR and LICENSEE. LICENSOR'S mutually approved expenses shall be recouped from Pot Revenues first, and LICENSEE'S expenses shall be recouped thereafter.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

LICENSOR will also be required to pay for dressing room furniture, catering (backstage only - does not include additional catering required for other special events),

phones and phone charges, credit card commissions at the LICENSOR'S box office and the ASCAP/BMI/SESAC Music License Fees.

LICENSEE will be required to pay for event production, television production (including applicable venue union requirements), transportation, advertising, lodging, special hospitality functions and any other artist related costs. Notwithstanding the above, LICENSOR shall commit \$50,000 towards the Event's advertising budget.

A final settlement shall be completed no later than 30 business days after the close of the Event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. Notwithstanding, LICENSOR shall provide security, commensurate with past practices for similar events. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the mutual approval of the LICENSOR and LICENSEE. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall be responsible for any of LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required. It is agreed that, in the event there are any commission fees for consigned tickets, such commission fees will be passed on to the consumer and neither LICENSEE nor LICENSOR shall be responsible for same.

d. **Ticket Prices - Configuration**

Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor	\$177.00
Floor/Lower Tier	\$127.00
Lower Tier	\$67.00
Lower Tier	\$42.00

The ticket price includes a \$2.00 facility fee, which the LICENSOR will be entitled to retain.

The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

e. Suites

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats). Notwithstanding the foregoing, the parties agree that any luxury suites with obstructed views due to IFL's production shall be relocated to P3 seats, and such seats (hereinafter, "Suite Relocates") shall be considered complimentary, provided that the suite holder notifies LICENSOR of its intent to attend the Event not later than July 11, 2007, unless IFL production dictates otherwise. The total number of Suite Relocates shall not exceed 180 seats, unless IFL production dictates otherwise.

Suite 121, if not obstructed view due to production, shall be allocated to the LICENSEE.

f. Complimentary Ticket Distribution

Complimentary Ticket Distribution between the parties shall be mutually agreed upon between LICENSOR and LICENSEE.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, and provided LICENSOR is not at fault or in breach, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement, and LICENSOR is not at fault or in breach, then LICENSOR shall have the right to seek from LICENSEE all expenses incurred by LICENSOR up until time of LICENSEE's cancellation in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The parties agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

International Fight League

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign (further subject to paragraph 3 hereinabove).

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement (4.5% outside agency commission). Advertising account is as follows:

See paragraph 3 of this Agreement.

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$2,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws for LICENSEE's employees.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act or negligence of LICENSEE, its agents or employees, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted.

LICENSEE hereby assumes full responsibility for LICENSEE'S employees or agents. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

The foregoing shall not include damages, loss, injury, claims or costs due to acts, omissions or breach of LICENSOR, its employees and agents, or any third parties (and further subject to paragraph 4 hereinabove).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

The parties shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA (provided LICENSEE is given adequate notice of such ARENA rules and regulations). If the attention of a party is called to a violation on the part of such party or any personnel employed by said party, such party will immediately desist from and correct such violation promptly upon notice of same.

11. **LICENSES AND PERMITS**

Except as otherwise provided herein, LICENSEE agrees to pay promptly all applicable taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon written demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event, including reasonable attorneys' fees and court costs, to the extent such are directly caused by the acts, omission, or negligence of the LICENSEE. This shall apply reciprocally to both parties.

13. **LIEN**

[intentionally omitted].

14. **PUBLIC SAFETY**

LICENSEE and LICENSOR agree that at all times they will conduct their respective activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the parties and shall not be used for any purpose other than ingress and egress to and from premises by the parties, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to conducting the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise (not related to LICENSEE or its performers or participants), to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles (not relating to LICENSEE or its performers or participants) or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. Any sampling or give-aways shall be mutually agreed by LICENSEE, LICENSOR and ARAMARK.

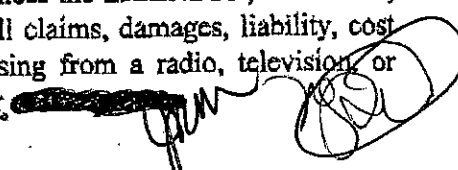
The merchandise deal: 75/25 less taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only. Aramark Sells.

The foregoing is further subject to paragraph 2 hereinabove.

17. **BROADCAST RIGHTS**

LICENSOR grants to LICENSEE all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such broadcasting privileges, provided LICENSOR informs LICENSEE of such costs in advance and

LICENSEE agrees to same in writing. The LICENSOR shall not charge any fee for the origination.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast. This shall exclude acts by Licensor, ~~_____~~ 

18. **COPYRIGHTS**

LICENSOR shall be responsible for the payment of any ASCAP/BMI/SESAC fees. It is agreed that LICENSOR shall not be responsible for any other royalty payments.

19. **PERFORMANCE APPROVAL**

LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. LICENSEE agrees that if its participation in the Event contains any material in violation of this paragraph, then LICENSOR shall have the right to cancel this Agreement and pursue any damages it may have against LICENSEE in connection therewith. Notwithstanding the foregoing, LICENSOR acknowledges the nature of the Event and that such, along with its customary practices and regulations, shall not be deemed a violation of this paragraph.

20. **UTILITY CONNECTIONS**

LICENSEE shall ensure compliance with all necessary and applicable union requirements in connection with the personnel and services supplied by LICENSEE. LICENSOR shall inform LICENSEE of the terms of any trade union agreement, written or oral, affecting such personnel.

21. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise

specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever by LICENSEE shall be paid for by the LICENSEE, excluding damage caused by LICENSOR, its employees or agents, or any third party.

23. **PARKING**

Parking will be controlled and operated by the LICENSOR. Fifty (50) parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR. This is further subject to paragraph 2 hereinabove.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE (except for dressing rooms without LICENSEE permission). Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice to LICENSEE, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. The foregoing shall not apply in cases where the loss, damage or theft is caused by the gross negligence of LICENSOR, its agents or employees.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. LICENSEE shall be responsible for any damages to the premises, as solely caused by LICENSEE (normal wear and tear excluded). LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of its employees and agents admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSOR'S employees or agents and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR, which shall not be unreasonably withheld or delayed.

29. **ADVERTISING**

All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence beyond the parties' reasonable control shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee or any expenses or fees and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated, and LICENSEE shall have no further obligations and/or liabilities in connection therewith. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with same. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR, and LICENSEE shall have no further obligations and/or liabilities in connection therewith.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the reasonable right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be

sustained by LICENSEE through the exercise by LICENSOR of such right, provided LICENSOR acted reasonably.

32. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the reasonable and good faith right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public. With the exception of refunds due to unsuccessful relocation of obstructed seats to comparable seats, LICENSOR shall obtain written documentation of any ticket refunds, signed by the patron seeking refund.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety, as mutually agreed by LICENSEE, and provided such announcements do not interrupt or interfere with the Event. LICENSEE agrees that it will reasonably cooperate and will cause its agents and performers to reasonably cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles, unless such belongs to such persons.

37. **NON-ASSIGNMENT**

LICENSEE and LICENSOR will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of the other.

38. **DEFAULT**

N/A.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, act of terror, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the reasonable control of the parties or which the parties are unable to avoid by exercise of due diligence, LICENSOR and LICENSEE shall have no obligation or liability whatsoever to the other as a result thereof.

41. **RIGHT TO CANCEL**

[intentionally omitted].

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for solely with respect with decisions relating to venue and/or union matters, shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. **RELATIONSHIP**

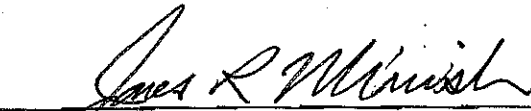
The relationship created by this Agreement is that of independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the LICENSOR and shall not otherwise be designated by

LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President - Stadium/Arena

INTERNATIONAL FIGHT LEAGUE, INC.

By  7/26/07
Mark J. Selva
Senior Vice President, Live Events

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of March, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Bochasanwasi Shree Akshar Purushottam Swaminarayan Sanstha - Northeast at 81 Suttons Lane, Piscataway, NJ 08854, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

**Bochasanwasi Shree Akshar Purushottam Swaminarayan Sanstha --
Northeast Event**

Date: August 4, 2007
Time: 5:00pm – 8:00pm
Doors: 3:30pm
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 7:00 a.m. on the 4th day of August, 2007 and to the 5th day of August, 2007 at 3:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$40,000 plus expenses.

The License Fee and estimated expenses shall be paid under the following payment schedule:

\$40,000 non-refundable deposit upon contract signing but no later than March 30, 2007
30% of estimated expenses by May 1, 2007 – 30% of estimated expenses = \$24,715
60% of estimated expenses plus Aramark buyout by July 14, 2007 – 60% of estimated expenses = \$49,429 + Aramark buyout \$3,500 = \$52,929

Final settlement within 30 days of show.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to AUTHORITY all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the Authority for the production of the Event.

The LICENSEE also will be required to pay for insurance, ticket printing, phone charges, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. Authority retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY. Notwithstanding the above, the floor shall be Reserved and the lower and upper tier seating areas shall be General Admission.

6. **ADDITIONAL CHARGES**

Should the event time exceed the time allotted in section 1(b) above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

- A. Production of the participants in the event.
- B. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- C. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE and the AUTHORITY, which insures all operations of the AUTHORITY and LICENSEE contemplated by this Agreement, and at the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any agents or performers and any contractors or sub-contractors retained by the LICENSEE. Coverage may be provided under one policy

naming both AUTHORITY and LICENSEE as named insured or separate policies may be provided.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local

laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during

any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. Due to the religious nature of the event, all food offered for sale must be mutually agreed upon.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY. Notwithstanding the above, a small amount of free food, for religious purposes, will be provided to participants on the way out of the event that will be subject to AUTHORITY approval.

Merchandise deal: No merchandise sales will be made at the Event.

Food & Beverage buyout: \$3,500 – for indoor sales – LICENSEE shall pay AUTHORITY the buyout fee and AUTHORITY will remit payment to ARAMARK.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas, and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY which will retain and be entitled to all receipts from the parking. 100 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. This includes all of Licensee

Staff, volunteers, etc. Parking fee for this event shall be \$12.00 per car. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit. whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the

consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 3:30 p.m.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion

of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to LICENSEE approval.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suite or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

If the AUTHORITY defaults in, or fails or neglects to abide by any provisions of this Agreement, LICENSEE shall provide notice in writing of its intention to terminate this Agreement. If the default is such that it requires an immediate remedy and the AUTHORITY fails to cure the default(s) in a timely fashion, LICENSEE shall have the right to immediately terminate the Agreement. If the default is such that it does not require an immediate cure, then if the AUTHORITY following receipt of such written notice neglects to cure or correct the identified default(s) within fifteen (15) days, LICENSEE may provide a second written notice. If the AUTHORITY has not, within

fifteen (15) days after receipt of such notice, acted to cure the default(s), LICENSEE may terminate this Agreement and shall be entitled to receive a refund of its deposit.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which such party is unable to avoid by exercise of due diligence, neither party shall have no obligation or liability whatsoever to the other party as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

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Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY


James R. Minish

Senior Vice President – Stadium/Arena

**BOCHASANWASI SHREE AKSHAR PURUSHOTTAM
SWAMINARAYAN SANSTHA - NORTHEAST.**

BY


Bharat Patel

President

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
LICENSE AGREEMENT

THIS AGREEMENT is made and entered into on this 21st day of May, 2007 by and between the New Jersey Sports and Exposition Authority ("Licensor") and TNA (USA) Inc. c/o, 9348 Civic Center Drive, Beverly Hills, CA 90210, hereinafter referred to as the Licensee. In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. LICENSE:

Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor the license to use the Premises (as defined in paragraph 2) for the purpose of staging, at the Stadium and field known as "Giants Stadium" (the Stadium), a concert on August 5, 2007 (hereinafter collectively referred to as the "Event").

2. PREMISES:

(a) The Stadium including, without limitation, field, access tunnels, field lights, standard field lights, locker rooms (except those of the professional franchises), restrooms, public address system, ticket booths, camera rooms, adjacent parking facilities, and all other facilities of the Stadium utilized in presenting events, shall be herein referred to as the "Premises".

(b) Licensor pledges its cooperation to Licensee's activities relating to move-in, set-up, tear-down, and move-out and will work out mutually agreeable move-in dates and move-out dates.

(c) Licensee is entitled to use and occupy the Stadium from 5:00 a.m. on the 31st day of July, 2007 and terminating at 12:01 a.m. on the 7th day of August, 2007, for the purpose of rehearsing, installing equipment, preparing the premises and equipment for use, parking and removal of equipment afterwards or such other purposes as are reasonably related to the use for which Licensee is being allowed the use of the Stadium as agreed to by the parties.

(d) DESCRIPTION OF EVENT:

The Police

August 5, 2007

Time - 6:30 pm

3. SERVICES TO BE PROVIDED BY LICENSOR:

(a) The Premises will be operated and maintained in good clean working order and operating condition by Licensor for Licensee's Event including but not limited to: All turnstiles, painting, utilities, elevators, seating, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, and water drainage, and rental of field covering (i.e. terraplas) which must be approved by the GM of the Stadium.

(b) The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trades personnel required to move-in the Event, operate the Event and move-out the Event.

4. LICENSEE COMPLIANCE WITH UNION REQUIREMENTS

Licensee shall ensure compliance with all necessary union requirements (if applicable) in connection with the personnel and services supplied by Licensee. Licensor shall inform Licensee of the terms of any trade union agreement, written or oral, affecting such personnel.

5. STADIUM LICENSE FEE:

Licensee agrees to pay Licensor as License Fee for the August 5, 2007 Event (including move-in / move-out dates as per paragraph 2 (C) above) the sum of \$175,000. The Licensor will deduct the 7% New Jersey sales tax during settlement, and will remit the tax withholding directly to the New Jersey Division of Taxation. Should the Licensee require additional time for move-in or move-out there may, at the sole discretion of the Licensor, be imposed an additional rental fee of up to \$15,000 per day.

If for any reason said License Fee and expense as set forth in paragraph 6 are not paid as aforesaid, it is agreed that any box office receipts in the possession of the Licensor or revenues collected by the Licensee during the event may be applied to the payment of said License Fee and expenses and Licensee waives all rights to that portion of the box office receipts and collected revenues necessary to pay said License Fee and expenses.

6. PAYMENT OF EXPENSES:

Licensee shall pay to Licensor all direct and indirect expenses, including but not limited to move in, set up, tear down, move out as those set forth in paragraphs 3a and 3b incurred by the Licensor for the production of the Event deemed necessary by the Licensor. A preliminary event settlement shall be completed upon conclusion of the show after the Licensor has inspected its facilities to determine what damages to its Stadium, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall preliminary include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the Licensee.

A final settlement shall be completed no later than 60 days after the close of the Event.

7. LICENSEE'S OBLIGATIONS:

The general obligations of the Licensee shall be as follows:

1. Licensee certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the Stadium. The acts to be supplied by the Licensee are as follows:

The Police
The Fratellis
Fiction Plane

2. Productions of the participants in the event.

3. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

4. Should the Licensee fail to provide the necessary materials, personnel or supervision necessary to properly operate the event, the Licensor may charge the Licensee for any extra services which may be reasonably necessary to perform Licensee's obligations including, but not limited to, staff, materials or refunds resulting from the Event not being conducted on time, due to Licensee failure to fulfill its obligations under this Agreement. The Licensee hereby agrees to accept the premise equipped as is and further agrees to pay any and all expenses incurred by the Licensor for restoring the premise, any portion thereof, its site or equipment at the termination of this Agreement to the original condition, ordinary wear and tear excepted.

Licensee agrees to incorporate Licensor's recommendations relating to the set-up and conduct of the Event based on Licensor's experience with staging similar events at the Stadium.

8. TICKETS:

(a) Ticketmaster and Licensor shall be the approved ticketing agent for the Event. Licensor shall furnish Licensee a copy of the ticket printer's manifest. Licensor shall furnish Licensee a box office statement after each Event.

(b) The scale of the house configuration and the seating shall be arranged through and subject to approval of Licensor. ALL SEATING WILL BE RESERVED, unless otherwise stipulated by Licensor.

(c) All entry to the Premises on Event dates shall be by ticket only purchased at the full ticket price except for employees of Licensee and Licensor. Licensor will provide, as soon as practicable on the night of each confirmed concert, a count of all tickets deposited in the Stadium's drop boxes.

(d) All ticket sales for the event to be staged under this Agreement shall be made under the direction, control, and supervision of the Stadium/Arena Box Office Manager, and the receipts from all such sales, whether made by the Licensor or the Licensee shall be held by the Licensor until a completion of the event for the express purpose of securing payment of all sums of money due or to become due to the Licensor hereunder.

(e) Consignment of tickets - Payment for consigned tickets or return of unsold consigned tickets must be made in whole to the Arena box office no later than 3 days prior to the event.

(f) Ticket Prices - Configuration

Gross Salable Capacity - TBD

<u>AREA</u>	<u>PRICE</u>
VIP	\$ 482.00 & 322.00
Floor, Lower Tier	\$ 252.00
Mezzanine, Upper Tier	\$ 92.00
Upper Tier Sections 319-323	\$ 52.00

The Licensor shall have the right to cause to be set aside for its purchases up to 538 tickets per show. The Licensor will charge a \$15 service fee on tickets at \$252 and a \$10 service fee on seats priced at \$92 and shall be entitled to keep such revenue. Tickets held shall be deemed purchased by Licensor. Licensor will be charged service fees by the Licensee on tickets and Licensee will be entitled to keep such revenue. Licensor will be charged \$25 for tickets at \$252 and will also be charged \$20 for tickets at \$92.

A \$2.00 facility fee is included on the ticket price and Licensor is entitled to keep such revenue; provided that Licensor shall pay 50% of such revenue to Licensee on settlement.

(g) Suite Revenue Distribution

Fixed suite and club seats sold are credited to the Box Office statement at full ticket price, except for Suites 211B, 212A, 212B and 233, 214A, 129B, 231A, 222A, 221A which are to be complimentary and exclusive use by Licensor.

The Licensor shall be entitled to hold relocated suite and club seats for obstructed view suites due to production until June 27, 2007. After this date, all seats held will be released the general public for sale.

(h) Complimentary Ticket Distribution are in the discretion of the Licensee.

9. PARKING:

(a) Licensor shall furnish an adequate number of parking spaces for the public and adequate personnel to man such parking facilities, at locations convenient to the Premises.

(b) Parking will be controlled and operated by Licensor, which will retain and be entitled to all receipts from said parking. 100 parking passes will be printed and presented to Licensee by the Licensor for use at the event, plus parking for trucks, busses and working personnel. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the Licensor.

(c) Licensee pledges its assistance in working out the most efficient traffic and parking plan possible both during the load-in and load-out periods and during the Event for the accommodation of Licensee and the general public.

10. CONCESSIONS:

Licensor reserves all rights with respect to the sale of concessions in the Stadium and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and Licensee shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the Event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. Licensor represents that only event related merchandise shall be sold at the Event covered by this Agreement.

The Licensee shall enter into a separate agreement with ARAMARK for the sale of Event programs, and other items of merchandise related to the Event such as T-shirts, novelties, visors, sweatshirts and other like merchandise. The Licensor shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed (except within the VIP Party) without prior written approval of the Licensor. Licensor will use its best efforts to prohibit the unauthorized sale or distribution of novelties or other items not authorized for the Event.

The merchandise deal is 75/25, with taxes, bootleg security (NJSEA \$600.00) and credit card costs off the top. If a \$10.00 per cap is reached, the 75/25 deal will revert to 77.5/22.5 from dollar one. ARAMARK shall be the vendor.

11. BROADCAST RIGHTS:

Licensor grants to Licensee all rights and privileges for outgoing live or delayed radio, television, webcasting, recording, or simulcast broadcasts originating from the premise during the terms of this Agreement. Licensor has the right to require advance payment of any estimated related costs to be incurred by the Licensor. The Licensor shall not charge any fee for the origination of any broadcasts (filming or recording). Such permission must be obtained in writing not less than ten (10) days in advance of the broadcast date.

The Licensor will waive the broadcast / recording / filming / webcasting origination fee. The Licensee shall be responsible for all direct and indirect cost in connection with photographing, filming, videotaping, recording, taping, etc. the Event. In exchange, the Licensee shall use the words "Live at Giants Stadium" in the photograph, film, videotape, recording tape, etc.

Also, the Licensor shall receive 100 copies of any videotape, recording, etc. made of the Event.

The Licensor shall have no responsibility or liability for the radio, television or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. The Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, directors, representatives, agents and employees from any and all claims, damages, liability, cost and expenses, including reasonable attorney fees, arising from any radio, television, or simulcast broadcast.

12. METHOD OF OPERATION:

The operations of Licensee, its employees, artists, invitees and those doing business with it shall be conducted in an orderly and proper manner so as not to annoy, incite, disturb or be offensive to others. Licensor shall have the right to object to Licensee regarding the demeanor and conduct of its employees, artists and invitees and those doing business with it, whereupon Licensee will take all steps necessary to remedy and/or correct the cause of the objection.

Licensor retains the right of technical and crowd control in consultation with Licensee, including, but not limited to, control of access gates, stairways and turnstiles, or to shut off power in the Stadium or because of building maintenance problems and removal of any of the technical personnel and/or equipment from unauthorized areas.

13. FURTHER OBLIGATIONS OF LICENSOR:

Only Licensor or its agents (Ticketmaster) will have the rights to sell tickets for the Event except Licensee's VIP tickets and holds. Licensor will provide Licensee upon request, but in any event prior to the Event a certified manifest of all tickets for the Event including those purchased by Licensee.

Licensor will use its reasonable efforts to ensure that movie cameras or recording devices or cans, bottles, glass, alcoholic beverages, fireworks, weapons or other objects that may be used as missiles, will not be allowed on the Premises.

14. INDEMNITY:

Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensor against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor, of Licensee arising out of the activities conducted by Licensee, its agents, members, or guests. Licensee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

15. INSURANCE:

Licensee shall be responsible to obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensor, Licensee and the ARTIST, which insures all operations, services, facilities utilized in the fulfillment of this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (Five Million Dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury liability, and coverage for all acts and omissions of any patrons, agents or performers and any contractors or sub-contractors retained by Licensee.

Licensee and Artist shall also obtain, at their own cost and expense, Workers Compensation insurance for any obligations that they may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The Licensor will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the Licensee and Artist. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default or negligence of the Licensee, Artist or their agents, contractors or patrons, the Licensee will pay to Licensor and Licensor shall have the right to deduct, out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. The withholding of such ticket sale receipts shall not exceed the amount of the deductible under any Third Party Property Damage Liability insurance maintained by Licensee or Artist, if any, or, if neither Licensee or Artist, maintains Third Party Property Damage Liability insurance, then and in such event, the Licensor may withhold from ticket receipts to an amount not to exceed the

amount of the deductible on the Property Damage insurance maintained by the Licensor. Licensee may or may not insure this obligation for damage to Licensor's premises which is not covered by Licensor's insurance policy as it see fit.

Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of Licensee or by or with the consent of Licensee's employees or any person acting for or on behalf of said Licensee.

Certificates of all such insurance shall be provided 10 days prior to the Event to the Licensor. The policies shall also provide, and the Certificate shall so note, that the coverage may not be canceled or any major change in coverage by implemented without at least 30 days prior written notice given to the Licensor.

16. LICENSOR TO CONTRACT:

Licensor and Licensee each represent that it has the power to enter into this Agreement and to grant or receive, as the case may be, the license herein granted, that the consent of no other person or entity (governmental or otherwise) is required in connection therewith, and that this Agreement constitutes a valid and binding obligation of Licensor or Licensee, enforceable against it in accordance with the terms hereof.

17. FORCE MAJEURE:

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty, act of terrorism, Artist illness, injury, death or other unforeseen occurrence or any other cause beyond the control of either party or which the parties are unable to avoid by exercise of due diligence, neither party shall have any obligation or liability whatsoever to the other as a result thereof, provided that Licensee shall reimburse Licensor for out of pocket expenses in connection with the event and this agreement shall terminate. If the event is rescheduled for any reason, Licensee shall only be responsible for the License Fee and expenses for the new date and Licensor's out of pocket expenses for the cancelled date.

18. DEFAULT:

Licensee further covenants that, if any default is made in the payment of the License Fee or in the advance payment of Event expense or any part thereof at the times above specified, or if any default is made in any covenant or agreement herein contained, this permit and the relationship of the parties, at the option of the Licensor, shall cease and terminate and the relationship of the parties shall be the same in all respects as if said term had fully expired and the said Licensor may re-enter the premises and hold the same, remove all personnel therefrom and resort to any legal proceedings to obtain such possession and the said Licensee shall, notwithstanding such re-entry, pay the amount specified in paragraph 19 below provided the Licensor shall first give Licensee written notice and a reasonable opportunity to cure the breach. In case suit or action is instituted by Licensor to enforce compliance with the agreement Licensor shall be entitled to the costs of the suit and reasonable attorney's fees.

19. CANCELLATION OF EVENTS BY LICENSEE:

In the event a confirmed concert is voluntarily canceled by the Licensee, Licensee shall be liable to pay Licensor 50% of the License Fee for such concert plus incurred expenses for

which Licensee is responsible pursuant to the terms hereof. In the event of cancellation of the Event both parties will use their best efforts to reschedule.

20. NO AGENCY OR JOINT VENTURE:

This Agreement shall not be deemed or construed to create any agency relationship or joint venture between Licensor and Licensee. Licensee will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without Licensor's prior written approval, subject to paragraph 34 of the venue rider.

21. CREDENTIALS

The Licensor, its officers, directors, servants, selected employees and selected concessionaires shall, pursuant to Paragraph 2 hereof, have access to the premise upon presentation of the authorized event credentials to be supplied and defined by the Licensee in consultation with the Artist. Such credentials are to be appropriately displayed. The distribution of such credentials to the Licensor, its officers, directors, servants, selected employees and selected concessionaires shall be performed by the Stadium/Arena manager of the Licensor with the mutual consent of the Licensee. Licensee shall provide Licensor with an adequate number of backstage passes for key working personnel.

22. LICENSEE PROPERTY

Licensor will accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless Licensor for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. Licensee further indemnifies Licensor from any claims or costs related to claims from any third party for loss or damage to property on the premises of Licensor during the time covered by this Agreement. Licensor assumes no responsibility whatsoever for any property placed in said building and Licensor is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage or persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this Agreement, and watchmen or other protective service desired by Licensee must be arranged by specific agreement with the Licensor. In the event that Licensee shall leave any property on the premises after the termination of the engagement contracted for herein, Licensor may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

23. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by Licensor.

24. DEFACEMENT OF BUILDING

Licensee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of Licensee or by the Licensee's agent, employees, patrons or any person or persons admitted to said premises by said Licensee, the Licensee will pay to Licensor

out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of Licensee or by or with the consent of Licensee's employees or any person acting for or on behalf of said Licensee and Licensor agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the Licensor.

25. SIGNS AND POSTERS

Licensee will not post or allow to be posted any signs, cards, or posters except upon such display areas as Licensor may provide. Use of such areas is a non-exclusive right. All material is subject to approval by Licensor.

26. ADVERTISING

Licensee agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of Licensor are the exclusive property of Licensor and all receipts therefrom shall accrue to Licensor. Licensor will provide reasonably space for event sponsors in accordance with paragraph 4 of the venue rider.

27. OBJECTIONABLE PERSONS

Licensor reserves the right to eject or cause to be ejected from the premises any objectionable person or persons.

28. OPENING HOURS

Licensor agrees to open doors for event at 5:00 p.m.

29. REFUND OF TICKET REVENUE

Licensor retains the right to make determination of ticket refunds for cause, in keeping with Licensor policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the reasonable opinion of the Licensor the Licensee has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

30. ANNOUNCEMENTS

Subject to paragraph 29 of the Venue Rider, Licensor reserves the right to make announcements as Licensor may deem necessary at any time in the interest of public safety. Licensee agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

31. LOST ARTICLES

Licensor shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in Licensee's employ shall not collect or interfere with the collection or custody of such articles.

32. NO AMENDMENTS:

No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement. No subsequent oral agreement shall have any validity whatsoever.

33. GOVERNING LAW:

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

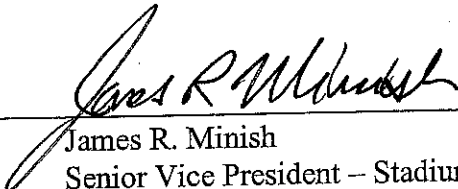
34. NOTICES:

Unless otherwise provided herein to the contrary, all notices required under this Agreement shall be deemed to be given when hand-delivered (with a receipt therefor) or mailed by Registered or Certified Mail, and addressed:

As to Licensee: Eric Kert
Vice President Legal & Business Affairs
TNA (USA), Inc.
214 King Street West, Suite 510
Toronto, Ontario M5H 3S6 Canada

As to Licensor: Ron VanDeVeen
General Manager/VP Stadium/Arena
Continental Airlines Arena
50 Route 120
East Rutherford, NJ 07073

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BY 
James R. Minish
Senior Vice President - Stadium/Arena

TNA (USA) INC.

BY 
Eric Kert
Vice President Legal & Business Affairs

SK

The Police Tour 2007 - North America

RIDER TO VENUE AGREEMENT - UNITED STATES

This rider forms an integral part of the agreement (the "Venue Agreement") dated

May 21, 2007 between:

TNA (USA) Inc.

hereinafter known as the "Tour Promoter", and

New Jersey Sports and Exposition Authority

hereinafter known as the "Venue", for the use of:

Giants Stadium

Name of Arena, for the staging and live presentation of Concert on:

August 5, 2007

Show Dates (the "Concert"). The following dates shall be held exclusively for the Concert:

(insert all dates held for Concert). The local promoter will be:

Live Nation - New York

hereinafter known as "Local Promoter".

The following guidelines are intended to ensure a smooth running event and to assist both the Local Promoter and the Venue in the advance organization and preparation for the Concert. The Venue makes all representations, covenants and agreements contained herein in favor of the Tour Promoter and The Police (the "Act") as an inducement for the Act to perform the above-noted Concert at the Venue. This Venue Rider is intended to supplement the Venue Agreement, but to the extent of any inconsistencies between the terms of the Venue Agreement and this Venue Rider, the terms of this Venue Rider shall govern. Please contact Tour Promoter at any time regarding the attached or any other matter about which you may be concerned.

The Venue Agreement along with this Rider should be completed and executed by the Venue, and forwarded for counter-execution to Tour Promoter TNA (USA), Inc. c/o 214 King Street West, Suite 510, Toronto, Ontario M5H 3S6, Attention: Eric Kert.

1. TOUR STAFF:

The following personnel comprise the contacts for the Police Tour 2007 - North America (the "Tour") at The Next Adventure Ltd:

TITLE

NAME

NUMBER

The Police World Tour 2007 - North America - USA Rider to Venue Agreement

Venue has any questions or will have any difficulty in complying with the following requirements, please contact Tres Thomas.

(a) **Best Buy** ("Sponsor") is the exclusive presenting sponsor of the Tour and shall be accorded the following benefits:

(i) Sponsor shall be advised of all press conferences and publicity events in respect of the Concert and shall have the opportunity to participate in such events and receive mention as the presenting sponsor of the Tour;

(ii) All advertisements, promotions and public relations efforts relating to the Concert, including those in any media, newspapers, magazines, signs, other print material, paid and trade radio and tv advertisements and paid and trade promotions shall use the header "Best Buy presents The Police" and use the approved Sponsor/Police logo, in form supplied by Tour Promoter;

(iii) Subject to reasonable Venue restrictions, Sponsor may run on-site marketing activities, including information & sales booths. The location of booths will be as close as reasonably possible to the auditorium entrance in high-traffic areas, subject to reasonable Venue restrictions;

(iv) Subject to reasonable Venue restrictions, the Venue shall provide spaces within the interior and exterior of the venue where Sponsor signage may be displayed in the following quantities: to be advised. All such signage shall be provided at the expense of the Sponsor. The stage shall also incorporate 2 presenting sponsor signs;

The signage and front of house activities are acceptable as long as they do not present a safety risk.

(v) The Venue shall provide a hospitality suite large enough for up to 100 persons for arenas for Sponsor's use (at no additional rental charge) for pre and post-Concert hospitality purposes. Such room shall be adjacent to the backstage area if possible. It is understood that the hospitality suite shall be the best accommodations located at the Venue subject to the Act's/entourage's room requirements and any existing contractual arrangements of the Venue. The Venue shall assist the Local Promoter in providing adequate security for the hospitality suite and subject to existing venue contracts, ~~and the room shall be catered by a caterer of Sponsor's choice.~~ If an acceptable hospitality suite cannot be provided by the Venue, Sponsor may erect a tent in a mutually agreeable area at its own expense. *All catering must go through Aramark, the venue's exclusive caterer.*

(vi) The Promoter shall cause Sponsor to be identified on all tickets printed for the Concert in a form and design acceptable to Sponsor and Company;

(vii) Sponsor shall be entitled to the following ticket privileges for each Concert:

- 1) prime complimentary tickets: up to but not exceeding 25 pairs in approved

The Police World Tour 2007 - North America - USA Rider to Venue Agreement

locations (with certain exceptions in NYC, LA and St. Paul) per stadium or arena or as otherwise advised and agreed to by Tour Promoter;

- 2) right to purchase 25 additional pairs of tickets per Concert for Sponsor usage; and
- 3) right to conduct a ticket pre-sale to its club members of up to 10% of the house in approved locations (and a post-sale for roll-over concerts).

(b) Tour Promoter will advise the Venue of any other sponsors, media sponsors or "official suppliers" of the Tour or Concert, if any, as soon as same become known. The Venue agrees to accord such parties such benefits as are requested by Tour Promoter, including those set forth above, subject to reasonable Venue restrictions. *All additional sponsorships will not conflict with any existing stadium exclusive sponsors.*

The above sponsorship details are subject to change upon written notice by Tour Promoter.

5. PUBLICITY:

All press and publicity materials for the Concert and the Tour will be supplied by Tour Promoter. Any local public safety information released to the press should be co-ordinated between the Local Promoter and the Venue with a copy sent to Tour Promoter.

All enquiries regarding media accreditation should be directed to Susan Rosenberg at (416) 960-7620 or fax to (416) 922-3355.

All media credentials will be issued by the Act/Tour Promoter. No others will be honored.

6. TICKETS:

(a) The ticket inventory for each Concert shall at all times be controlled by Tour Promoter. No Venue or Local Promoter may hold, release or distribute tickets except at the direction of Tour Promoter.

(b) Ticket prices for the Concert shall be determined by Tour Promoter. The venue facility fees in addition to the ticket prices are \$2.00 per ticket sold. *see venue contract paragraphs 8 & 13 - Ticketmaster will also be entitled to charge a convenience fee.*

(c) There shall be no complimentary tickets issued for the Concert unless specifically authorized in writing by Tour Promoter.

(d) Preparation of a ticket manifest shall be done in conjunction with the "The Police 2007 Tour Ticketing Information - North America" package which has been or will be forwarded to you by Tour Promoter. Tour Promoter will approve the final details.

(e) Daily ticket sales counts will be required by Tour Promoter. No ticket count information may be released to anyone other than the Tour Promoter by the Venue

The Police World Tour 2007 - North America - USA Rider to Venue Agreement

unless otherwise notified in writing by the Tour Promoter. All reporting to the industry trades will be done by Tour Promoter. This must be strictly adhered to. In addition, no interviews etc, shall be made to the media without specific permission by Tour Promoter.

(f) There shall be no tickets pre-pulled from the box office for any purpose unless specifically authorized, in writing, by Tour Promoter.

(g) There shall be no holdback of club type seats from the public on-sale of the Concert without the prior written permission of the Tour Promoter or except as permitted in the Venue Agreement. The Venue is required to immediately notify the Tour Promoter in writing of any obligations it may have in regard to advance notice or advance sale of tickets for the Concert to its luxury suite or club seat holders. *See venue contract paragraph 8, parts (A)&(g)*

~~(h) The Venue shall offer tickets for sale to the public without a service charge on at least the first day of public on-sale.~~

(i) Venue agrees to provide or cause its ticket agent (Ticketmaster or other agent, where applicable) to provide Tour Promoter access to the ticket agent's system for the purposes of viewing and printing the event audit reports and to provide Tour Promoter (and at Tour Promoter's written request, Artist and Tour sponsors) access to and use of customer information in respect of tickets sold for the Concert including addresses, phone numbers and e-mail addresses. In this regard, Venue and /or its ticket agent shall provide such customer information to Sponsor in respect only of tickets sold in connection with Sponsor's pre-sale right as described above.

7. VENUE ADMITTANCE:

Admission to the Venue during the rental period shall be limited to patrons in possession of manifested tickets printed for the Concert, bona fide Venue staff with valid venue issued identification, official Concert Tour staff with proper tour issued identification and local suppliers, staff and sponsor representatives and guests issued with stick-on identification passes by Act/Tour Promoter.

8. BACKSTAGE ACCESS:

There shall be no backstage access allowed without stick-on passes issued by Act/Tour Promoter. All Venue requests for backstage passes should be submitted to Tour Promoter by 2:00 pm on the day prior to each Concert.

9. BUDGET:

Where applicable, all Venues are requested to provide estimates of their reimbursable expenses

The Police World Tour 2007 - North America - USA Rider to Venue Agreement

based on the information provided by Tour Promoter and the Local Promoter. For staffing purposes, please budget the Concert assuming doors are opened 60 minutes prior to the scheduled start time and that the Concert will be approximately 3 hours in length (with one intermission and one (1) opening act). *See venue contract paragraph 28*

Please forward these budgets by fax to TNA, Attn: Gerry Barad at Fax No: (416) 922-3355.

10. SETTLEMENT:

Box office settlements will be conducted on the night of each Concert. A complete revenue and expense settlement also will be conducted on the night of the last show. Please have original invoices with backup where necessary, ready prior to the agreed time of settlement. Venue shall provide Tour Promoter with a certified box office statement on settlement and Tour Promoter shall be entitled to have a representative in the box office at all times who may review and take extracts of box office records relating to the Concert.

11. NO REBATES/MARK-UPS:

The Venue hereby warrants that it will not make any rebate payments to the Local Promoter, any supplier, or individual involved in providing goods or services in respect of the Concert which are charged to the Act/Tour Promoter. The Venue agrees to disclose to Tour Promoter any agreements it has with the Local Promoter which entitles the Local Promoter to any rebates or volume discounts in respect of rent or other amounts payable to the Venue (including annual or multi-year or show agreements) or any revenues related to the Concert (such as from parking or concessions). The Venue shall not charge any mark-up, administration or overhead fee on any third-party expenses charged to either the Tour Promoter or the Local Promoter.

12. SIGHT LINES:

The sight lines for each Concert will be determined by representatives from both Act and Tour Promoter in consultation with the Venue. There may be no changes made to these sight lines except at the direction of Tour Promoter *and the building General Manager.*

13. TROUBLE/RELOCATION SEATS:

It is recommended that seats be withheld from sale on the floor and in the stands on both sides of the Venue to allow for unforeseen seating difficulties. The location and number of such seats will be determined in consultation with Tour Promoter prior to ticket on-sale. Once determined and held, these seats may not be released for sale except at the direction of Tour Promoter.

14. PUBLIC TRANSIT:

Each Venue is asked to co-ordinate with the Local Promoter to ensure that local transit

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authorities have been advised of the planned start and finish times of the Concert. If the Venue has any specific concerns or requirements of the Act/Tour Promoter please provide details in writing.

15. DOOR OPENING:

Doors may only be opened in consultation with the designated Act or Tour Promoter representative.

16. TURNSTILES & DROP BOXES:

Turnstiles must be used at all patron admittance gates, press gates and entrances to luxury suites and club seats. Venue will ensure that the Tour Security Director is able to take opening and closing turnstile numbers at the same time that the Venue does. Drop Boxes must also be used at each entrance location. If a drop count is required on the night of the performance, the Venue will be advised as early as possible to organize the necessary staff and room. *It is understood that the venue uses ticket scanning equipment and all drop counts are recorded electronically.*

17. PERMITS:

It is the responsibility of the Venue to notify the Local Promoter and Tour Promoter as soon as possible of all permits necessary for the staging of the Concert.

18. TAX REMITTANCES:

If the Venue is responsible for remitting any taxes which are deducted from Gross Box Office Receipts, then a copy of the remittance together with a cancelled cheque must be provided to Tour Promoter upon request.

19. TRANSPORTATION PACKAGES:

Tour Promoter may contract with a third party or parties for the sale of ticket & travel packages to the Concert. The Venue hereby agrees not to participate in any travel package venture for the Concert nor to provide tickets to third parties wishing to do so.

20. VIP SUITES/SKYBOXES:

The revenue from any private box or suite seats shall be allocated as provided in the Venue Agreement, provided that in any event the revenue from any "overflow" or standing room suite seats sold specifically for the Concert (as opposed to tickets included in the suite license) shall be included in Gross Box Office Receipts. In any event all suites and boxes must be manifested for the purpose of verification of drop count audit on the night of engagement.

The Act requests that the Venue make available to it two private suites for the Concert.

21. PRESS BOX:

Tour Promoter shall have the first right of refusal over the use of all press box and lounge facilities for the Concert.

22. FLOOR SEATING PLAN:

The Venue is requested to secure all necessary approvals for the reserved seating plan on the floor. Written confirmation of such approval should be forwarded to Tour Promoter upon receipt.

23. VIP/CORPORATE PARTIES:

Tour Promoter has the exclusive right to organize hospitality functions (ie VIP Parties) in connection with the Concert and the Venue agrees not to allow third parties use of any of its function rooms for this purpose, nor to engage in organizing VIP functions on its own behalf. Accordingly, all appropriate function and banquet rooms, etc that are owned or controlled by the Venue shall be reserved for the exclusive use of the Tour Promoter unless otherwise agreed in writing. *The venue will sell VIP packages and will earn a 10% commission on the gross (less the cost of tickets).*

The Venue's catering company shall supply all food and beverages for any VIP or corporate functions that are held in conjunction with the Concert at the Venue.

24. CAMERAS/TAPE RECORDERS:

It is the policy for the Tour that no cameras or recording devices of any kind be admitted to the Venue. The Venue should discuss its own policy for a check system or other method of dealing with patrons who are refused admittance for this reason, with the Local Promoter and the Tour Security Director.

25. ACT RECORDINGS, ETC:

The Act or its designee shall have the right to photograph, film, videotape, broadcast, webcast, record or otherwise mechanically reproduce the Concert and its related activities on a live and/or delayed basis at the Venue. The Act or its designee shall own in perpetuity and may exploit the products of all such activities in their discretion throughout the world in all media without further payment or compensation to the Venue; provided that Tour Promoter/Act shall pay for any additional out-of-pocket expenses related to such activities, including union costs, *this includes stagehands. In exchange, the Act or its designee shall use the words "Live at Giants Stadium"*

26. NO BOTTLES OR CANS: *in any film, photograph, videotape, etc.*

It is the policy for the Tour that no bottles, cans, chairs, weapons, projectiles or other potentially

The Police World Tour 2007 - North America - USA Rider to Venue Agreement

dangerous objects of any kind be admitted to the Venue. A satisfactory method for disposing of such items should also be discussed with the Local Promoter and Tour Security Director. The Venue agrees not to serve refreshments in cans, bottles, glassware or other hard containers.

27. BEER/WINE/ALCOHOL:

The Venue hereby agrees that for the mutual benefit of the patrons and all parties concerned, there will be no alcoholic beverages sold past the last intermission in this Concert unless agreed by a Tour Promoter representative. ~~The Venue shall be responsible for all items, including reasonable legal costs and expenses related to the sale of alcohol at the Concert.~~ or Tour Promoter will not be liable for damages.

28. DOOR TIMES/SUPPORT ACT/INTERMISSION:

Specific times for doors and show finish will be furnished to the Venue in advance of the performance date. It is estimated that there will be one (1) approximately 20 minute intermission between the opening act and the Police.

29. ANNOUNCEMENTS/USE OF IN-HOUSE VIDEO SCREEN:

There may be no public address announcements other than those giving notice of services available at the Venue or public safety information or introductions of the Act without the prior approval of the Tour Promoter. No such announcement may be made less than 30 minutes prior to or during the Act's performance. The use of any in-house video screens or television monitors for purposes other than the advertisement of services, existing venue advertisers or upcoming events must have the prior approval of the Tour Promoter. Any video display visible within the audience area of the Venue must be turned off at least 30 minutes prior to the Act's performance and remain off until house lights are turned on at the end of the performance.

The Tour Promoter shall have the use of the Venue's in-house video screens (including scoreboard) and system and television monitors for no additional fee.

30. FEED TO IN-HOUSE VIDEO SYSTEM:

There will be no feed supplied to the Venue's in-house video system unless it can be demonstrated to the satisfaction of the Act/Tour Promoter that increased revenue will result and that there can be no possibility of recordings being made.

Should the Act/Tour Promoter agree to provide a feed, the Venue will be required to sign an indemnity making the Venue solely responsible for any damages and costs associated with the exploitation of any illegal recordings that may be made thereof.

31. MERCHANDISE:

The Police World Tour 2007 - North America - USA Rider to Venue Agreement

Consign to the venues
↑ exclusive merchandiser,
Aramark

- (a) Tour Promoter/Anthill Trading Ltd. ("Merchandiser") has been appointed the exclusive merchandiser for the Tour and shall accordingly have the exclusive right to ~~sell~~ all non-food and non-beverage items of whatsoever nature at the Concert, including, without limitation, wearing apparel, posters, stickers, programs, phonograph records and other such items of merchandise, binocular rentals and glow lites.
- (b) Merchandiser will require a product room in a convenient location to afford easy access for one tractor trailer, one bus, and two automobiles, and to enable Merchandiser to distribute merchandise to all stands. The product room should be located in an area segregated from the general public. The dimensions of the product room should be no less than 30 ft by 30 ft with adjacent toilet facilities and proper heat, light and electrical power points.
- (c) If no such product room exists at a particular Venue, Merchandiser will arrange for a 40 ft trailer to be delivered to the Venue no later than 8 a.m. on the day prior to the first performance of the Concert which will be vacated by 9 a.m. on the day following the last performance of the Concert. Merchandiser will liaise with the Venue and Local Promoter to determine the best location to set up the trailer.
- (d) Merchandiser must have exclusive access to the product room no later than 8 a.m. on the day prior to the first performance of the Concert until 9 a.m. on the day following the last performance of the Concert.
- (e) Merchandiser must be able to park its vehicles after load-in and until expiration of the above-noted time period in a secured compound (which should be the same area as the production trucks).
- (f) Where Merchandiser supplies its own vendors, Merchandiser will have its own or Artist distributed front-of-house passes to gain access to the Venue. Merchandiser or Artist Director of Security will supply specimen samples of its passes to the Venue for posting on the nightly pass sheet. These passes will be clearly marked no backstage access.
- (g) The Venue agrees to assist Merchandiser with bootleg prevention on its private property, including obtaining the assistance of local authorities where reasonably possible. Merchandiser will require the Venue to perform a thorough bag check of patrons upon entering the building, to prevent the smuggling of bootleg merchandise into the Venue. Merchandiser's director of security will liaise with the Venue's to coordinate this check. See attached NJSEA bootleg vending/policy procedures.
- (h) The Venue will not sell, nor permit to be sold, any item(s) which bear the name likeness or logos of the Act, without the prior written permission of the Act/Tour

The Police World Tour 2007 - North America - USA Rider to Venue Agreement

Promoter.

32. PRODUCTION RELATED ISSUES:

- a) The Venue will provide a clear, unobstructed access path for the installation and removal of all equipment provided by the Act. The Act's load-in and load-out will not be held up by Venue deliveries, private vehicles, cleaning equipment or other Venue controlled activities.
- b) The Venue will supply sufficient parking on site for up to 15 tractor-trailers, 10 tour buses, and 20 vehicles at no cost to the Act/Tour Promoter.
- c) The Venue assumes responsibility for approving the hanging weight of the Act's equipment and shall immediately advise the Act/Tour Promoter of any restrictions in this regard.
- d) The Act/Tour Promoter require a number of rooms for use as dressing rooms, production offices and VIP/Hospitality rooms. The Venue shall ensure that all reasonably available rooms are reserved for use by the Act/Tour Promoter.
- e) The Tour will be providing its own stage, mixer platform and barricades unless otherwise advised. ~~When Promoter requires any portion of the Venue's staging mixer platform or barricades, there shall be no cost to the Act/Tour Promoter for same.~~
- f) ~~The Venue will provide its in-house stage, mixing pipe and dressing and back stage phone. It is required by Tour Promoter at no additional charge. If phones are not included in the house package, in-house phone charges shall be limited to \$150 per phone line including long distance charges, for the duration of the rental/license period and not on a per day or other basis, ~~plus~~ ~~or additional charges for outside phone calls or phone line installation and long distance charges, and the aggregate charge to Tour Promoter for phone. Tour Promoter shall instead pay such charges.~~ T1 lines are \$250 for installation and \$75 per additional day of service.~~
- g) The Venue acknowledges that the Act/Tour Promoter has the right to provide its own tour catering for, at its option, the touring and local crew, Act and dressing rooms and Act hospitality. There shall be no buyout fee paid to the house caterer for the use of a tour caterer unless agreed to in writing. *The Act/Tour catering must be in the dressing room/backstage area only, otherwise the building concessionaire, Aramark, must be involved.*
- h) The Venue acknowledges that confetti may be used in the Concert without any additional charge.

33. CONFIDENTIALITY:

The terms of the Venue Agreement including this Rider are subject to the utmost confidentiality

The Police World Tour 2007 - North America - USA Rider to Venue Agreement

among the parties thereto, and must not be disclosed to any third parties without the prior written consent of the parties thereto and the Act, except as disclosure may be required to professional advisors or by law, or for carrying out the purposes of the Venue Agreement. Breach of this provision could cause the parties and the Act irreparable harm which may not be subject to compensation with monetary damages.

34. ASSIGNMENT:

Notwithstanding anything contained in the Venue Agreement, Tour Promoter shall be entitled to assign the Venue Agreement and this Rider to an affiliate or a company that can provide the services of the Act, including Steerpike Productions Inc., and its designees. Tour Promoter shall provide written notice of any such assignment to the Venue upon the occurrence of same.

35. ADA:

The Venue shall advise the Tour Promoter of all requirements of the Americans With Disabilities Act ("ADA") that relate to the Venue so as to enable the Tour Promoter to comply with the ADA.

36. DIRECTION RE FUNDS:

The Venue hereby acknowledges the Tour Promoter's interest in all revenues received by the Venue from the sale of tickets in respect of the Concert ("Ticket Revenues"). In that connection, the Venue hereby irrevocably agrees that immediately upon settlement of each Concert in accordance with the terms of the Venue Agreement, the Venue will wire all Ticket Revenues, ~~this interest accrued thereon~~ (except as specified in the Venue Agreement), to the Tour Promoter (to an account to be advised in writing) without deduction, set off or withholding of any kind, except as permitted pursuant to the Venue Agreement with respect to amounts owing to Venue thereunder.

If the Venue has over-withheld any amounts from sums owing to the Tour Promoter under the Venue Agreement, the Venue shall wire any over withheld amount to the above account immediately upon final settlement.

The Venue agrees that until such time as it transfers the Ticket Revenues to the Tour Promoter as provided above, the Venue shall hold the Ticket Revenues ~~in a segregated interest bearing trust account for segregated Venue ticket sales trust account~~ for the benefit of the Tour Promoter, subject to the Venue's rights to same under the Venue Agreement as specified above.

I have read and fully understand the foregoing and hereby agree to be bound by the terms of this contract addendum.

Agreed To And Accepted By:

The Police World Tour 2007 - North America - USA Rider to Venue Agreement

New Jersey Sports & Exposition Authority
Contracting Party For The Venue

By: James R Minish
Authorized Signatory
James R. Minish

TNA (USA) Inc.

By: [Signature]
Authorized Signatory

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MEADOWLANDS
SPORTS COMPLEX

NEW JERSEY SPORTS and EXPOSITION AUTHORITY

INTER-OFFICE MEMORANDUM

NJSEA BOOTLEG VENDING POLICY/PROCEDURES

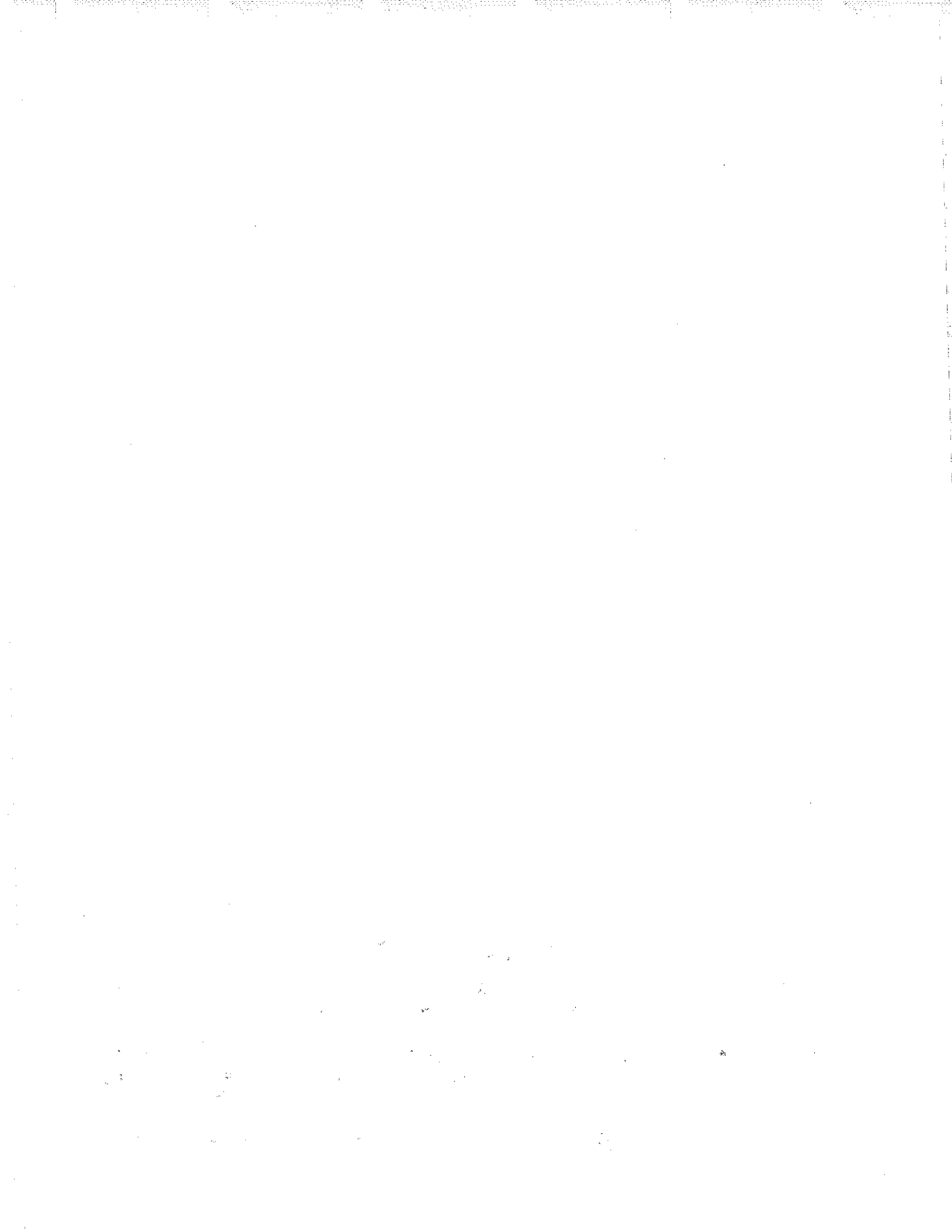
UNAUTHORIZED VENDING AND DISTRIBUTING PROHIBITED

Except as authorized by the Sports Authority, no person shall enter or remain on the premises of the Meadowlands Complex for the purpose of selling, offering to sell, leasing or distributing any goods, merchandise, literature or services.

ILLEGAL VENDING - Often the sale of souvenir T-Shirts and caps, etc. is an important source of income to our promoters and the acts they represent. Ultimately, of course, the Sports Authority benefits from this business as well. At times, particularly for rock concerts, vendors will "pirate" the name and trademarks of acts and produce shirts and caps which they sell in our parking lots before and after concerts. When the act in question obtains a court issued injunction against this, we will assist in carrying out the court order. We do this by trying to curtail the activities of these unauthorized vendors.

The vendors work the parking lots and only carry 3-5 shirts at a time to minimize their losses if caught. They maintain their main supply of merchandise in a centrally located vehicle trunk or van and may keep a bag of inventory under a parked car.

ENFORCEMENT



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CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of June, 2007 by and between The New Jersey Sports and Exposition AUTHORITY, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY and AEG Live Productions, LLC at 5750 Wilshire Blvd., Suite 501, Los Angeles, CA 90036 hereinafter referred to as LICENSEE.

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview, and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Event:	Justin Timberlake
Date:	August 13, 2007
Time:	8:00pm – 11:30pm
Event Length:	3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00am on the 12th day of August, 2007 and to the 14th day of August, 2007 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers/exhibitors for presentation of the event.

LICENSEE will present all applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$70,000 plus stagehands.

The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

Notwithstanding the above, the LICENSEE will be required to pay for stagehand labor, insurance, credit card commissions on box office sales only, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, dressing room furniture, backstage and barricade security, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE to the extent that such damages do not arise out of AUTHORITY's negligence or willful misconduct. Any monies thereafter due the LICENSEE shall be wired on Tuesday, August 14, 2007. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day. The AUTHORITY acknowledges receipt of the Artist Technical Rider and agrees to comply with its provisions as applicable to AUTHORITY and the Arena.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public in consultation with LICENSEE. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>Area</u>	<u>Price</u>
VIP	\$151.00
Floor, Lower Tier	\$90.00
Upper Tier	\$54.00

The \$2.00 facility fee, which the AUTHORITY will be entitled to retain, is on top of the ticket prices above.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) house tickets per show.

The AUTHORITY has the right to hold seats (TBD) for suite relocation for obstructed view suites due to production in sections 109, 110, 120 & 121. Of these relocated seats, (TBD) will be complimentary, and the remaining (TBD) may be purchased at the full ticket price.

e. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

Suite 121 shall be allocated to the LICENSEE.

f. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: NO COMP show except for suite tickets.

LICENSEE: NO COMP show except for suite tickets and promotional tickets approved by management.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour, unless the length time is exceeded due to AUTHORITY delay.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than force majeure or AUTHORITY default, \$80,000.00 shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all approved expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Justin Timberlake

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement (4.5% commission).

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws. In addition, LICENSEE shall carry Employers Liability Coverage for a limit of not less than \$500,000.

LICENSEE agrees to obtain, at its own cost and expense, an Inland Marine Insurance Policy on a replacement cost basis covering all personal property of the LICENSEE including property of others used in connection with the show, with the exception of property owned by the AUTHORITY. The policy shall contain a waiver of subrogation in favor of the AUTHORITY.

The AUTHORITY will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, its contractors or patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payments, such sums as shall be reasonably necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons, its employees, agents and subcontractors admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided 10 days prior to the event to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security, and the AUTHORITY shall indemnify LICENSEE against any and all claims for loss, injury or damage arising out of reasonable security and crowd management activities. Artist shall have complete control of sound and lights unless safety dictates otherwise.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non-event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied, except for backstage catering, by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. Artist travels with its own tour caterer and shall pay no buyout for such right.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top, and 85/15 on CD's and DVD's only. The merchandise deal shall revert to a 80/20 split from dollar one should a \$8.00 per cap be reached.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should

AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the ARTIST.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast. To the extent such claims, damages, liability, cost and expenses do not arise out of AUTHORITY negligence.

18. **RECORDING**

LICENSEE agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer, performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege. Notwithstanding the above, subject to a separate agreement between the AUTHORITY and the performer, performer's agent or authorized representative of the performer, LICENSEE shall be permitted to record the event for archival use.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement. The AUTHORITY hereby acknowledges approval of the Justin Timberlake concert.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas, and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon or spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. Fifteen parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and unless such injury or damage is a result of negligence of the AUTHORITY or its agents, watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same,

destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. Notwithstanding anything contained herein, LICENSEE'S indemnification obligations hereunder shall not apply if loss, damage, liability or injury is due to AUTHORITY'S negligence or willful misconduct.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of LICENSEE'S patrons, employees, agents and subcontractors admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY. All signage in the bowl of the Arena must be turned off when the performance begins.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY or LICENSEE impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material

in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons, with reasonable cause.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 7:00pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public; however, no refunds shall be authorized without the mutual approval of LICENSEE and AUTHORITY, and such authority shall not be unreasonably withheld, delayed or conditioned. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not reasonably possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to ARTIST approval and ARTIST contract restrictions.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above unless delay is due to AUTHORITY.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

Neither AUTHORITY nor LICENSEE will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made by LICENSEE or AUTHORITY in any material covenant or agreement therein contained, and not cured in a reasonable amount of time, this permit and the relationship of the parties at the option of the non-defaulting party shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession however, AUTHORITY shall not interfere with the performance of the Event by Artist if such performance can reasonably occur without causing AUTHORITY irreparable harm and the said LICENSEE shall notwithstanding, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees. LICENSEE must be given the reasonable opportunity to remedy any breach.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSEE or AUTHORITY or which the AUTHORITY or LICENSEE is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY provided however the AUTHORITY agrees to notify and provide a reasonable opportunity to address the AUTHORITY'S concerns. If such concerns are not properly addressed then the AUTHORITY shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be

enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement, including Artist Technical Rider sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the LICENSEE, AUTHORITY, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**


The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

49. **ADVANCE FUNDS**

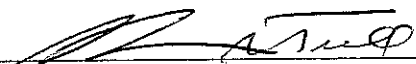
In the event that for any reason other than breach by the AUTHORITY that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the AUTHORITY all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the AUTHORITY, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the AUTHORITY from bringing direct action against the performers of the performer's entity for recovery.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President, Stadium and Arena

AEG LIVE PRODUCTIONS, LLC

By 
Shawn A. Trell
Senior Vice President

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of June, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Ardee Festivals NJ, Inc. at 650 Madison Avenue, New York, NY 10022 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Keith Urban Concert

Date: August 15, 2007

Time: 7:30 pm – 10:30 pm

Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 15th day of August, 2007 and to the 16th day of August, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Keith Urban
The Wreckers*

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

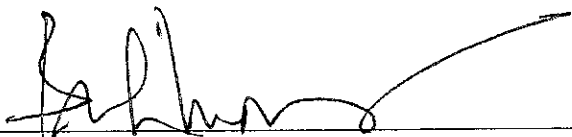
48. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President – Stadium/Arena

ARDEE FESTIVALS NJ, INC

By 
Bruce Moran
President

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$60.00
Upper Tier	\$50.00
Upper Tier	\$40.00

The ticket price includes a \$2.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.

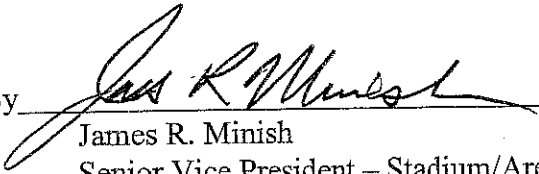
C. \$3.00 per ticket on suite tickets sold, net of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

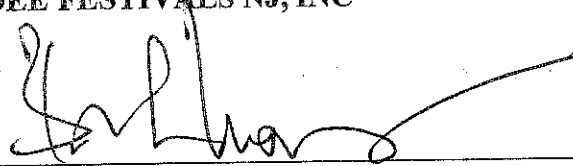
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish
Senior Vice President – Stadium/Arena

ARDEE FESTIVALS NJ, INC

By  _____
Bruce Moran
President

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of June, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Event Services Inc., a wholly owned subsidiary of World Wrestling Entertainment, Inc. P.O. Box 3857, 1241 East Main Street, Stamford, Conn. 06902 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

WWE "Summerslam"

Date: August 26, 2007

Time: 7:45pm – 11:00pm

Event Length: 3 hours 15 minutes

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 25th day of August, 2007 and to the 27th day of August, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$60,000 plus stagehands. Sales tax shall be determined by the Ticketmaster Tax Audit. The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

The LICENSEE will be required to pay for stagehands, insurance, credit card charges, phone charges, ASCAP/BMI Music License Fee, lights, sound, staging, parking lot activities, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel (excluding stagehands) required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating

arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the AUTHORITY all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the AUTHORITY undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total on (300) seats at \$90.00, (300) seats at \$70.00 and unlimited quantities at the \$40 and \$25 prices for groups of 15 or more. The group rates are \$5.00 off each ticket's regular price.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

WWE "Summerslam"

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE and the AUTHORITY, which insures all operations of the AUTHORITY and LICENSEE contemplated by this Agreement, and at the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any agents or performers and any contractors or sub-contractors retained by the LICENSEE. Coverage may be provided under one policy naming both AUTHORITY and LICENSEE as named insured or separate policies may be provided.

LICENSEE shall also obtain, at its own cost and expense, Worker's Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Worker's Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of

such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the AUTHORITY within 10 days of the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this

Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 80% to Event Services, Inc.
 20% to ARAMARK.

ARAMARK to provide and pay for sellers. Taxes, bootleg security and credit cards off the top.

17. **BROADCAST RIGHTS**

AUTHORITY grants all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSEE shall be responsible for any additional union labor or fees due to the broadcast.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to, responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

AUTHORITY grants to LICENSEE the right to record, either visual or audio the event. LICENSEE shall be responsible for any additional union labor or fees due to filming, taping or recording the event. LICENSEE will negotiate the fees directly with Local 632.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for

by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the AUTHORITY'S ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit whether by selling the same, destroying it, or otherwise arranging for its removal from the

premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other

reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 6:30pm

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suite or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

**EVENT SERVICES, INC.
STANDARD CONTRACT ADDENDUM**

1. COMPLIMENTARY TICKETS

Complimentary tickets shall be under the exclusive control of Event Services, Inc a wholly-owned subsidiary of World Wrestling Entertainment, Inc. and shall be issued in an amount deemed necessary by Event Services, Inc. for the purpose of promoting this event. For the purpose of settlement, where permitted by law, complimentary tickets shall have a \$0 face value. *Notwithstanding the above, the Authority shall have the right to use up to 50 complimentary tickets at its discretion.*

2. PARKING

It is agreed that all venues with parking facilities shall provide free parking to Event Services, Inc. and World Wrestling Entertainment, Inc. talent and agents on a first come first serve basis upon presentation of appropriate Event Parking Permits.

3. TICKET MANIFEST

Licensor/Lessor shall provide Event Services, Inc. as soon as practicable, but in no case less than two weeks prior to the event, with a complete manifest setting forth the number of tickets for the event, ticket pricing and other related information.

4. CONCESSIONS

Neither the licensor/lessor nor his concessionaire shall sell its own souvenirs, novelty items, t-shirts, programs, DVD's, CD's or Videos at this event. Only official World Wrestling Entertainment, Inc. merchandise provided by World Wrestling Entertainment, Inc. shall be sold. Licensor/Lessor further acknowledge that no intermission will be held for Event Services Inc./World Wrestling Entertainment, Inc. Televised or Pay Per View events.

5. GROUP TICKETS

Group Sales will be offered by the Licensor/Lessor with the prior approval of Event Services, Inc. *See Section 5(d) of venue contract.*

6. CLUB SEATS/SUITES

No Club Seats or Suites are to be sold at premiums unless approved by Event Services, Inc.

7. ANCILLARY RIGHT

LICENSOR/LESSOR shall not cause or allow any person or entity to videotape, film, photograph, record, distribute, communicate, publish, transmit, broadcast, exhibit, or reproduce in any manner whatsoever for any media whatsoever whether now known or hereinafter devised ("Record") any activities surrounding the Event at the venue, which include, but are not limited to the following: set-up, staging, rehearsals, meetings, prerecording elements, the Event itself, and any other WWE-related activities during the term of the contract without the express prior written consent of WWE ("Protected Activities"). If LICENSOR/LESSOR directly or indirectly cause, or allow any person or entity to Record such Protected Activities, WWE shall be entitled to equitable relief and such other relief as any court of competent jurisdiction may deem just and proper.

LICENSOR/LESSOR certifies that the venue may be photographed, videotaped or otherwise recorded by WWE in connection with the Event. LICENSOR/LESSOR grants WWE the sole and exclusive right, including the right to authorize others, to use and incorporate any photographs and/or footage obtained at the venue, in connection with any exploitation, advertising, promotion and/or packaging, including but not limited to, publications, radio, television, home video or other motion picture programs or sound recordings ("Products") at such times and in such manner as WWE may elect in perpetuity throughout the world, and to publish and/or broadcast, exhibit and/or exploit and/or reproduce the same in any and all media, whether now or hereinafter known or devised. LICENSOR/LESSOR further acknowledges and agrees that WWE shall be under no obligation to use or exploit the photos and/or footage obtained at the venue; that LICENSOR/LESSOR shall not be entitled to any further payments, residuals, monies or other compensation arising out of WWE's exploitation of the photos and/or footage in any manner and that the photos and/or footage shall be the sole and exclusive property of WWE in perpetuity. In this regard, the photos and/or footage shall be deemed created for the benefit of WWE as a work made for hire as defined in the United States Copyright Act of 1976. *Notwithstanding the above, WWE agrees to comply with all payments of any recording made in the venue as per paragraph 18 of the venue contract.*


LICENSOR/LESSOR

*James R. Minish
Executive Vice President
Facilities*


LICENSEE/LESSEE

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the AUTHORITY, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

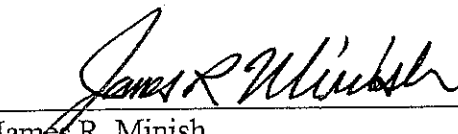
This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**


The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

*Addendum annexed hereto is incorporated herein and subject to the terms of this agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President - Facilities

EVENT SERVICES, INC.

BY 
Denis Sullivan
Vice President - Event Booking

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. Gross Salable Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor	\$400.00
Floor, Lower Tier	\$90.00
Lower Tier	\$70.00
Upper Tier	\$40.00
Upper Tier	\$25.00

B. The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The AUTHORITY has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production.

2. SUITE REVENUE DISTRIBUTION

A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.

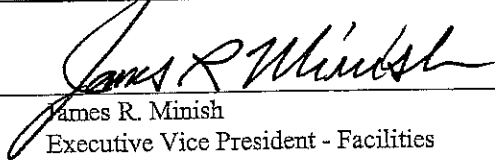
3. COMPLIMENTARY TICKET DISTRIBUTION

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSEE: 1% of capacity of which 50 tickets shall be allocated to the AUTHORITY per show.

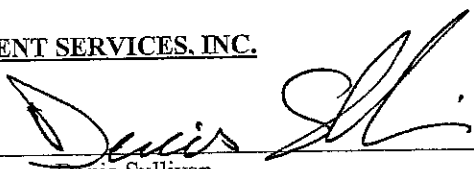
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By


James R. Minish
Executive Vice President - Facilities

EVENT SERVICES, INC.

BY


Denis Sullivan
Vice President – Event Booking

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of June, 2007 by and between The New Jersey Sports and Exposition AUTHORITY, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY and AEG Live Productions, LLC at 145 West 45th Street, 9th floor, New York, NY 10036, hereinafter referred to as LICENSEE.

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview, and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

American Idols Live! 2007 Tour	
Date(s):	August 28, 2007 August 29, 2007
Time(s):	7:00pm – 10:30pm
Event Length(s):	3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00am on the 28th day of August, 2007 and to the 30th day of August, 2007 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers/exhibitors for presentation of the event.

LICENSEE will present all applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$145,000 plus stagehands.

The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

Notwithstanding the above, the LICENSEE will be required to pay for stagehand labor, insurance, credit card commissions on box office sales only, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, dressing room furniture, backstage and barricade security, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE to the extent that such damages do not arise out of AUTHORITY's negligence or willful misconduct. Any monies thereafter due the LICENSEE shall be wired on Thursday, August 30, 2007. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day. The AUTHORITY acknowledges receipt of the Artist Technical Rider and agrees to comply with its provisions as applicable to AUTHORITY and the Arena.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and

move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public in consultation with LICENSEE. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor, Lower Tier	\$70.50
Floor, Lower Tier, Upper Tier	\$50.50
Upper Tier	\$40.50

The \$2.00 facility fee, which the AUTHORITY will be entitled to retain, is on top of the ticket prices above.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) house tickets per show.

The AUTHORITY has the right to hold seats (TBD) for suite relocation for obstructed view suites due to production in sections 109, 110, 120 & 121. Of these relocated seats, (TBD) will be complementary, and the remaining (TBD) may be purchased at the full ticket price.

e. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

Suite 121 shall be allocated to the LICENSEE.

f. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: NO COMP show except for suite tickets.

LICENSEE: NO COMP show except for suite tickets and promotional tickets approved by management.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour, unless the length time is exceeded due to AUTHORITY delay.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than force majeure or AUTHORITY default, \$80,000.00 shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all approved expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

American Idols Live! 2007 Tour

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement (4.5% commission). AEG to place ourselves.

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws. In addition, LICENSEE shall carry Employers Liability Coverage for a limit of not less than \$500,000.

LICENSEE agrees to obtain, at its own cost and expense, an Inland Marine Insurance Policy on a replacement cost basis covering all personal property of the LICENSEE including property of others used in connection with the show, with the exception of property owned by the AUTHORITY. The policy shall contain a waiver of subrogation in favor of the AUTHORITY.

The AUTHORITY will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, its contractors or patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payments, such sums as shall be reasonably necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons, its employees, agents and subcontractors admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided 10 days prior to the event to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security, and the AUTHORITY shall indemnify LICENSEE against any and all claims for loss, injury or damage arising out of reasonable security and crowd management activities. Artist shall have complete control of sound and lights unless safety dictates otherwise.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non-event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied, except for backstage catering, by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. Artist travels with its own tour caterer and shall pay no buyout for such right.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top, and 85/15 on CD's only.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance

payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the ARTIST.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast. To the extent such claims, damages, liability, cost and expenses do not arise out of AUTHORITY negligence.

18. **RECORDING**

LICENSEE agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer, performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege. Notwithstanding the above, subject to a separate agreement between the AUTHORITY and the performer, performer's agent or authorized representative of the performer, LICENSEE shall be permitted to record the event for archival use.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement. The AUTHORITY hereby acknowledges approval of the American Idols Live concert.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas, and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon or spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. Fifteen parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and unless such injury or damage is a result of negligence of the AUTHORITY or its agents, watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same,

destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. Notwithstanding anything contained herein, LICENSEE'S indemnification obligations hereunder shall not apply if loss, damage, liability or injury is due to AUTHORITY'S negligence or willful misconduct.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of LICENSEE'S patrons, employees, agents and subcontractors admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY. All signage in the bowl of the Arena must be turned off when the performance begins.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY or LICENSEE impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material

in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons, with reasonable cause.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 6:00pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public; however, no refunds shall be authorized without the mutual approval of LICENSEE and AUTHORITY, and such authority shall not be unreasonably withheld, delayed or conditioned. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not reasonably possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to ARTIST approval and ARTIST contract restrictions.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above unless delay is due to AUTHORITY.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

Neither AUTHORITY nor LICENSEE will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made by LICENSEE or AUTHORITY in any material covenant or agreement therein contained, and not cured in a reasonable amount of time, this permit and the relationship of the parties at the option of the non-defaulting party shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession however, AUTHORITY shall not interfere with the performance of the Event by Artist if such performance can reasonably occur without causing AUTHORITY irreparable harm and the said LICENSEE shall notwithstanding, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees. LICENSEE must be given the reasonable opportunity to remedy any breach.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSEE or AUTHORITY or which the AUTHORITY or LICENSEE is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY provided however the AUTHORITY agrees to notify and provide a reasonable opportunity to address the AUTHORITY'S concerns. If such concerns are not properly addressed then the AUTHORITY shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be

enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement, including Artist Technical Rider sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the LICENSEE, AUTHORITY, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**


The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

49. **ADVANCE FUNDS**


In the event that for any reason other than breach by the AUTHORITY that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the AUTHORITY all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the AUTHORITY, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the AUTHORITY from bringing direct action against the performers of the performer's entity for recovery.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President, Stadium and Arena

AEG LIVE Productions, LLC

By 
Donna DiBenedetto
Director of Touring

John Jay
501 Brickell Key
Suite 300
Miami, Florida
33131

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
LICENSE AGREEMENT

THIS AGREEMENT is made and entered into on this 12th day of June, 2007 by and between the New Jersey Sports and Exposition Authority ("Licensor") and CPI Touring/(Genesis - USA) LLC, ~~214 King Street West, Suite 510, Toronto, Ontario M5H 3S6 Canada~~, hereinafter referred to as the Licensee. In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. LICENSE:

Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor the license to use the Premises (as defined in paragraph 2) for the purpose of staging, at the Stadium and field known as "Giants Stadium" (the Stadium), a concert on September 27, 2007 (hereinafter collectively referred to as the "Event").

2. PREMISES:

(a) The Stadium including, without limitation, field, access tunnels, field lights, standard field lights, locker rooms (except those of the professional franchises), restrooms, public address system, ticket booths, camera rooms, adjacent parking facilities, and all other facilities of the Stadium utilized in presenting events, shall be herein referred to as the "Premises".

(b) Licensor pledges its cooperation to Licensee's activities relating to move-in, set-up, tear-down, and move-out and will work out mutually agreeable move-in dates and move-out dates.

(c) Licensee is entitled to use and occupy the Stadium from 5:00a.m. on the 24th day of September, 2007 and terminating at 10:00am on the 29th day of September, 2007, for the purpose of rehearsing, installing equipment, preparing the premises and equipment for use, parking and removal of equipment afterwards or such other purposes as are reasonably related to the use for which Licensee is being allowed the use of the Stadium as agreed to by the parties.

(d) DESCRIPTION OF EVENT:

Genesis

September 27, 2007

Time - 8:00 pm

3. SERVICES TO BE PROVIDED BY LICENSOR:

(a) The Premises will be operated and maintained in good clean working order and operating condition by Licensor for Licensee's Event including but not limited to: All turnstiles, painting, utilities, elevators, seating, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, and water drainage, and rental of field covering (i.e. terraplas) which must be approved by the GM of the Stadium.

(b) The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trades personnel required to move-in the Event, operate the Event and move-out the Event.

4. LICENSEE COMPLIANCE WITH UNION REQUIREMENTS

Licensee shall ensure compliance with all necessary union requirements (if applicable) in connection with the personnel and services supplied by Licensee. Licensor shall inform Licensee of the terms of any trade union agreement, written or oral, affecting such personnel.

5. STADIUM LICENSE FEE:

Licensee agrees to pay Licensor as License Fee for the September 27, 2007 Event (including move-in / move-out dates as per paragraph 2 (C) above) the sum of \$175,000. The Licensor will deduct the 7% New Jersey sales tax during settlement, and will remit the tax withholding directly to the New Jersey Division of Taxation. Should the Licensee require additional time for move-in or move-out there may, at the sole discretion of the Licensor, be imposed an additional rental fee of up to \$15,000 per day.

If for any reason said License Fee and expense as set forth in paragraph 6 are not paid as aforesaid, it is agreed that any box office receipts in the possession of the Licensor or revenues collected by the Licensee during the event may be applied to the payment of said License Fee and expenses and Licensee waives all rights to that portion of the box office receipts and collected revenues necessary to pay said License Fee and expenses.

6. PAYMENT OF EXPENSES:

Licensee shall pay to Licensor all direct and indirect expenses, including but not limited to move in, set up, tear down, move out as those set forth in paragraphs 3a and 3b incurred by the Licensor for the production of the Event deemed necessary by the Licensor. A preliminary event settlement shall be completed upon conclusion of the show after the Licensor has inspected its facilities to determine what damages to its Stadium, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall preliminary include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the Licensee. Notwithstanding the above, Licensor shall rebate Licensee the sum of \$50,000 to cover Licensee's additional labor expenses for a condensed load-in schedule.

A final settlement shall be completed no later than 60 days after the close of the Event.

7. LICENSEE'S OBLIGATIONS:

The general obligations of the Licensee shall be as follows:

1. Licensee certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the Stadium. The acts to be supplied by the Licensee are as follows:

Genesis

2. Productions of the participants in the event.

3. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

4. Should the Licensee fail to provide the necessary materials, personnel or supervision necessary to properly operate the event, the Licensor may charge the Licensee for any extra services which may be reasonably necessary to perform Licensee's obligations including, but not limited to, staff, materials or refunds resulting from the Event not being conducted on time, due to Licensee failure to fulfill its obligations under this Agreement. The Licensee hereby agrees to accept the premise equipped as is and further agrees to pay any and all expenses incurred by the Licensor for restoring the premise, any portion thereof, its site or equipment at the termination of this Agreement to the original condition, ordinary wear and tear excepted.

Licensee agrees to incorporate Licensor's recommendations relating to the set-up and conduct of the Event based on Licensor's experience with staging similar events at the Stadium.

8. TICKETS:

(a) Ticketmaster and Licensor shall be the approved ticketing agent for the Event. Licensor shall furnish Licensee a copy of the ticket printer's manifest. Licensor shall furnish Licensee a box office statement after each Event.

(b) The scale of the house configuration and the seating shall be arranged through and subject to approval of Licensor. ALL SEATING WILL BE RESERVED, unless otherwise stipulated by Licensor.

(c) All entry to the Premises on Event dates shall be by ticket only purchased at the full ticket price except for employees of Licensee and Licensor. Licensor will provide, as soon as practicable on the night of each confirmed concert, a count of all tickets deposited in the Stadium's drop boxes.

(d) All ticket sales for the event to be staged under this Agreement shall be made under the direction, control, and supervision of the Stadium/Arena Box Office Manager, and the receipts from all such sales, whether made by the Licensor or the Licensee shall be held by the Licensor until a completion of the event for the express purpose of securing payment of all sums of money due or to become due to the Licensor hereunder.

(e) Consignment of tickets - Payment for consigned tickets or return of unsold consigned tickets must be made in whole to the Arena box office no later than 3 days prior to the event.

(f) Ticket Prices - Configuration

Gross Salable Capacity – TBD

<u>AREA</u>	<u>PRICE</u>
Floor, Lower Tier	\$229.00
Floor, Lower Tier, Mezzanine	\$129.00
Lower Tier, Mezzanine, Upper Tier	\$79.00
Upper Tier	\$59.00

The Licensor shall have the right to cause to be set aside for its purchases up to 536 tickets per show. The Licensor will charge a \$15 service fee on tickets at \$229 and a \$10 service fee on seats priced at \$129 and shall be entitled to keep such revenue. Tickets held shall be deemed purchased by Licensor. Licensor will be charged service fees by the Licensee on tickets and Licensee will be entitled to keep such revenue. Licensor will be charged \$20 for tickets at \$229 and will also be charged \$15 for tickets at \$129.

A \$2.00 facility fee is included on the ticket price and Licensor is entitled to keep such revenue; provided that Licensor shall pay 50% of such revenue to Licensee on settlement.

(g) Suite Revenue Distribution

Fixed suite and club seats sold are credited to the Box Office statement at full ticket price, except for Suites 211B, 212A, 212B and 233, 214A, 129B, 231A, 222A, 221A which are to be complimentary and exclusive use by Licensor.

The Licensor shall be entitled to hold relocated suite and club seats for obstructed view suites due to production until July 31, 2007. After this date, all seats held will be released the general public for sale.

(h) Complimentary Ticket Distribution are in the discretion of the Licensee.

9. PARKING:

(a) Licensor shall furnish an adequate number of parking spaces for the public and adequate personnel to man such parking facilities, at locations convenient to the Premises.

(b) Parking will be controlled and operated by Licensor, which will retain and be entitled to all receipts from said parking. 100 parking passes will be printed and presented to Licensee by the Licensor for use at the event, plus parking for trucks, busses and working personnel. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the Licensor.

(c) Licensee pledges its assistance in working out the most efficient traffic and parking plan possible both during the load-in and load-out periods and during the Event for the accommodation of Licensee and the general public.

10. CONCESSIONS:

Licensor reserves all rights with respect to the sale of concessions in the Stadium and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and Licensee shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the Event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. Licensor represents that only event related merchandise shall be sold at the Event covered by this Agreement.

The Licensee shall enter into a separate agreement with ARAMARK for the sale of Event programs, and other items of merchandise related to the Event such as T-shirts, novelties, visors, sweatshirts and other like merchandise. The Licensor shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed (except within the VIP Party) without prior written approval of the Licensor. Licensor will use its best efforts to prohibit the unauthorized sale or distribution of novelties or other items not authorized for the Event.

The merchandise deal is 75/25, with taxes, bootleg security (NJSEA \$600.00) and credit card costs off the top and 85/15 on CD's and DVD's only. If a \$10.00 per cap is reached, the 75/25 deal will revert to 77.5/22.5 from dollar one. ARAMARK shall be the vendor.

11. BROADCAST RIGHTS:

Licensor grants to Licensee all rights and privileges for outgoing live or delayed radio, television, webcasting, recording, or simulcast broadcasts originating from the premise during the terms of this Agreement. Licensor has the right to require advance payment of any estimated related costs to be incurred by the Licensor. The Licensor shall not charge any fee for the origination of any broadcasts (filming or recording). Such permission must be obtained in writing not less than ten (10) days in advance of the broadcast date.

The Licensor will waive the broadcast / recording / filming / webcasting origination fee. The Licensee shall be responsible for all direct and indirect cost in connection with photographing, filming, videotaping, recording, taping, etc. the Event. In exchange, the Licensee shall use the words "Live at Giants Stadium" in the photograph, film, videotape, recording tape, etc.

Also, the Licensor shall receive 100 copies of any videotape, recording, etc. made of the Event.

The Licensor shall have no responsibility or liability for the radio, television or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. The Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, directors, representatives, agents and employees from any and all claims, damages, liability, cost and expenses, including reasonable attorney fees, arising from any radio, television, or simulcast broadcast.

12. METHOD OF OPERATION:

The operations of Licensee, its employees, artists, invitees and those doing business with it shall be conducted in an orderly and proper manner so as not to annoy, incite, disturb or be offensive to others. Licensor shall have the right to object to Licensee regarding the demeanor and conduct of its employees, artists and invitees and those doing business with it, whereupon Licensee will take all steps necessary to remedy and/or correct the cause of the objection.

Licensor retains the right of technical and crowd control in consultation with Licensee, including, but not limited to, control of access gates, stairways and turnstiles, or to shut off power in the Stadium or because of building maintenance problems and removal of any of the technical personnel and/or equipment from unauthorized areas.

any form
(including CDs & DVDs)

(85/15 on CDs & DVDs)

13. FURTHER OBLIGATIONS OF LICENSOR:

Only Licensor or its agents (Ticketmaster) will have the rights to sell tickets for the Event except Licensee's VIP tickets and holds. Licensor will provide Licensee upon request, but in any event prior to the Event a certified manifest of all tickets for the Event including those purchased by Licensee.

Licensor will use its reasonable efforts to ensure that movie cameras or recording devices or cans, bottles, glass, alcoholic beverages, fireworks, weapons or other objects that may be used as missiles, will not be allowed on the Premises.

14. INDEMNITY:

Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensor against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor, of Licensee arising out of the activities conducted by Licensee, its agents, members, or guests. Licensee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

15. INSURANCE:

Licensee shall be responsible to obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensor, Licensee and the ARTIST, which insures all operations, services, facilities utilized in the fulfillment of this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (Five Million Dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury liability, and coverage for all acts and omissions of any patrons, agents or performers and any contractors or sub-contractors retained by Licensee.

Licensee and Artist shall also obtain, at their own cost and expense, Workers Compensation insurance for any obligations that they may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The Licensor will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the Licensee and Artist. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default or negligence of the Licensee, Artist or their agents, contractors or patrons, the Licensee will pay to Licensor and Licensor shall have the right to deduct, out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. The withholding of such ticket sale receipts shall not exceed the amount of the deductible under any Third Party Property Damage Liability insurance maintained by Licensee or Artist, if any, or, if neither Licensee or Artist, maintains Third Party Property Damage Liability insurance, then and in such event, the Licensor may withhold from ticket receipts to an amount not to exceed the

amount of the deductible on the Property Damage insurance maintained by the Licensor. Licensee may or may not insure this obligation for damage to Licensor's premises, which is not covered by Licensor's insurance policy as it see fit.

Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of Licensee or by or with the consent of Licensee's employees or any person acting for or on behalf of said Licensee.

Certificates of all such insurance shall be provided 10 days prior to the Event to the Licensor. The policies shall also provide, and the Certificate shall so note, that the coverage may not be canceled or any major change in coverage by implemented without at least 30 days prior written notice given to the Licensor.

16. LICENSOR TO CONTRACT:

Licensor and Licensee each represent that it has the power to enter into this Agreement and to grant or receive, as the case may be, the license herein granted, that the consent of no other person or entity (governmental or otherwise) is required in connection therewith, and that this Agreement constitutes a valid and binding obligation of Licensor or Licensee, enforceable against it in accordance with the terms hereof.

17. FORCE MAJEURE:

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty, act of terrorism, Artist illness, injury, death or other unforeseen occurrence or any other cause beyond the control of either party or which the parties are unable to avoid by exercise of due diligence, neither party shall have any obligation or liability whatsoever to the other as a result thereof, provided that Licensee shall reimburse Licensor for out of pocket expenses in connection with the event and this agreement shall terminate. If the event is rescheduled for any reason, Licensee shall only be responsible for the License Fee and expenses for the new date and Licensor's out of pocket expenses for the cancelled date.

18. DEFAULT:

Licensee further covenants that, if any default is made in the payment of the License Fee or in the advance payment of Event expense or any part thereof at the times above specified, or if any default is made in any covenant or agreement herein contained, this permit and the relationship of the parties, at the option of the Licensor, shall cease and terminate and the relationship of the parties shall be the same in all respects as if said term had fully expired and the said Licensor may re-enter the premises and hold the same, remove all personnel therefrom and resort to any legal proceedings to obtain such possession and the said Licensee shall, notwithstanding such re-entry, pay the amount specified in paragraph 19 below provided the Licensor shall first give Licensee written notice and a reasonable opportunity to cure the breach. In case suit or action is instituted by Licensor to enforce compliance with the agreement Licensor shall be entitled to the costs of the suit and reasonable attorney's fees.

19. CANCELLATION OF EVENTS BY LICENSEE:

In the event a confirmed concert is voluntarily canceled by the Licensee, Licensee shall be liable to pay Licensor 50% of the License Fee for such concert plus incurred expenses for which Licensee is responsible pursuant to the terms hereof. In the event of cancellation of the Event both parties will use their best efforts to reschedule.

20. NO AGENCY OR JOINT VENTURE:

This Agreement shall not be deemed or construed to create any agency relationship or joint venture between Licensor and Licensee. Licensee will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without Licensor's prior written approval, subject to paragraph 34 of the venue rider.

21. CREDENTIALS

The Licensor, its officers, directors, servants, selected employees and selected concessionaires shall, pursuant to Paragraph 2 hereof, have access to the premise upon presentation of the authorized event credentials to be supplied and defined by the Licensee in consultation with the Artist. Such credentials are to be appropriately displayed. The distribution of such credentials to the Licensor, its officers, directors, servants, selected employees and selected concessionaires shall be performed by the Stadium/Arena manager of the Licensor with the mutual consent of the Licensee. Licensee shall provide Licensor with an adequate number of backstage passes for key working personnel.

22. LICENSEE PROPERTY

Licensor will accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless Licensor for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. Licensee further indemnifies Licensor from any claims or costs related to claims from any third party for loss or damage to property on the premises of Licensor during the time covered by this Agreement. Licensor assumes no responsibility whatsoever for any property placed in said building and Licensor is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage or persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this Agreement, and watchmen or other protective service desired by Licensee must be arranged by specific agreement with the Licensor. In the event that Licensee shall leave any property on the premises after the termination of the engagement contracted for herein, Licensor may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

23. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by Licensor.

24. DEFACEMENT OF BUILDING

Licensee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of Licensee or by the Licensee's agent, employees, patrons or any person or persons admitted to said premises by said Licensee, the Licensee will pay to Licensor out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of Licensee or by or with the consent of Licensee's employees or any person acting for or on behalf of said Licensee and Licensor agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the Licensor.

25. SIGNS AND POSTERS

Licensee will not post or allow to be posted any signs, cards, or posters except upon such display areas as Licensor may provide. Use of such areas is a non-exclusive right. All material is subject to approval by Licensor.

26. ADVERTISING

Licensee agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of Licensor are the exclusive property of Licensor and all receipts therefrom shall accrue to Licensor. Licensor will provide reasonably space for event sponsors in accordance with paragraph 4 of the venue rider.

27. OBJECTIONABLE PERSONS

Licensor reserves the right to eject or cause to be ejected from the premises any objectionable person or persons.

28. OPENING HOURS

Licensor agrees to open doors for event at 6:30 p.m.

29. REFUND OF TICKET REVENUE

Licensor retains the right to make determination of ticket refunds for cause, in keeping with Licensor policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the reasonable opinion of the Licensor the Licensee has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

30. ANNOUNCEMENTS

Subject to paragraph 29 of the Venue Rider, Licensor reserves the right to make announcements as Licensor may deem necessary at any time in the interest of public safety. Licensee agrees that it will cooperate and will cause its agents and performers to cooperate with

the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

31. LOST ARTICLES

Licensors shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in Licensee's employ shall not collect or interfere with the collection or custody of such articles.

32. NO AMENDMENTS:

No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement. No subsequent oral agreement shall have any validity whatsoever.

33. GOVERNING LAW:

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

34. NOTICES:

Unless otherwise provided herein to the contrary, all notices required under this Agreement shall be deemed to be given when hand-delivered (with a receipt therefor) or mailed by Registered or Certified Mail, and addressed:

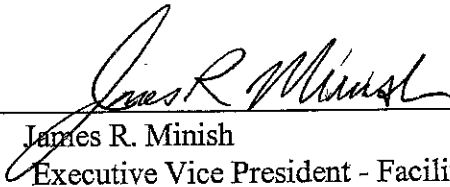
As to Licensee:

Eric Kert
Senior Vice President Legal & Business Affairs
The Next Adventure, Ltd.
214 King Street West, Suite 510
Toronto, Ontario M5H 3S6 Canada

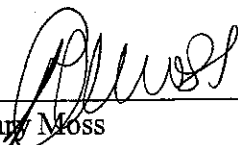
As to Licensor:

Ron VanDeVeen
General Manager/V.P. of Event Bookings – Stadium/Arena
Continental Airlines Arena
50 Route 120
East Rutherford, NJ 07073

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President - Facilities

CPI TOURING (GENESIS - USA), LLC

BY 
Gary Moss

Genesis Tour 2007 - North America

RIDER TO VENUE AGREEMENT - UNITED STATES

This rider forms an integral part of the agreement (the "Venue Agreement") dated

June 12, 2007 between:

CPI Touring (Genesis - USA) LLC

hereinafter known as the "Tour Promoter", and

New Jersey Sports and Exposition Authority

hereinafter known as the "Venue", for the use of:

Giants Stadium

Name of Arena, for the staging and live presentation of Concert on:

September 27, 2007

Show Dates (the "Concert"). The following dates shall be held exclusively for the Concert:

(insert all dates held for Concert). The local promoter will be:

Live Nation - New York

hereinafter known as "Local Promoter".

The following guidelines are intended to ensure a smooth running event and to assist both the Local Promoter and the Venue in the advance organization and preparation for the Concert. The Venue makes all representations, covenants and agreements contained herein in favor of the Tour Promoter and Genesis (the "Act") as an inducement for the Act to perform the above-noted Concert at the Venue. This Venue Rider is intended to supplement the Venue Agreement, but to the extent of any inconsistencies between the terms of the Venue Agreement and this Venue Rider, the terms of this Venue Rider shall govern. Please contact Tour Promoter at any time regarding the attached or any other matter about which you may be concerned.

The Venue Agreement along with this Rider should be completed and executed by the Venue, and forwarded for counter-execution to Tour Promoter CPI Touring (Genesis - USA) LLC, c/o 214 King Street West, Suite 510, Toronto, Ontario M5H 3S6, Attention: Eric Kert.

1. TOUR STAFF:

The following personnel comprise the contacts for the Genesis Tour 2007 - North America (the "Tour") at Concert Productions International and The Next Adventure Ltd.:

Genesis Tour 2007 - North America - USA Rider to Venue Agreement

Concert Productions International:

Name	Title	Telephone	Email
Mark Norman	President, Global Touring	(416) 323-2727	
Steve Howard	Executive Vice President, Global Touring	(416) 323-2733	
Michael Farrell	Tour Captain	(786) 523-0228	
Craig Sneiderman	Director, Venue Relations	(416) 323-2724	
Bruce Morrison	Director, Ticketing	(416) 323-3732	
Mike Frelone	Director Tour Finance	(416) 323-2734	
Maureen McTague	Director, Public Relations and Sponsorship	(416) 323-2750	

The Next Adventure Ltd.:

Name	Title	Telephone	Email
Eric Kert	Senior Vice President, Legal and Business Affairs	(416) 960-7607	
David Cuddy	Director of Finance	(416) 960-7632	

Address & Fax:

Concert Productions International
501 Brickell Key, Suite 300
Miami, FL
33131

Fax: (305) 358-9116

The Next Adventure Ltd.
214 King Street West, Suite 510
Toronto, Ontario
M5H 3S6

Fax: (416) 922-9877

Genesis Tour 2007 - North America - USA Rider to Venue Agreement

On the Road:

Production Contact

Dave Clarke

2. ADVERTISING & PROMOTION:

All advertising and promotional activity for the Concert will be directed by Tour Promoter.

3. VENUE SPONSORSHIPS, SIGNS AND MARQUEE:

There shall be no Local Promoter or Venue promotion or sponsorship programs associated with the Concert. There may be no temporary Local Promoter or Venue advertising signs, banners or displays sold or allowed at the Venue for this Concert unless approved in advance by Tour Promoter. All permanent or other signs within the bowl shall be turned off prior to and for the duration of the Concert, and the Venue shall use its best efforts (subject to contractual requirements) to cover any signs which may be near the stage so as not to imply any sponsorship or endorsement in connection with the Artist or Concert.

4. TOUR SPONSOR:

Subject to the below provisions, there is no sponsor for this Tour and no announcements, promotions, advertising or press release shall imply any sponsorship of this Tour. Tour Promoter will advise the Venue of any sponsors or "official suppliers" of the Tour or Concert, if any, as soon as same become known. The Venue agrees to accord such parties such benefits as are requested by Tour Promoter, including those set forth above, subject to reasonable Venue restrictions. The sponsorship details are subject to change upon written notice by Tour Promoter.

5. PUBLICITY:

Any sponsorship(s) shall not conflict with any existing Giants Stadium exclusive sponsors.

All press and publicity materials for the Concert and the Tour will be supplied by Tour Promoter. Any local public safety information released to the press should be co-ordinated between the Local Promoter and the Venue with a copy sent to Tour Promoter.

All enquiries regarding media accreditation should be directed to Maureen McTague at (416) 323-2750 or fax to (416) 922-1498

All media credentials will be issued by the Act/Tour Promoter. No others will be honored.

Genesis Tour 2007 - North America - USA Rider to Venue Agreement

6. TICKETS:

- (a) The ticket inventory for each Concert shall at all times be controlled by Tour Promoter. No Venue or Local Promoter may hold, release or distribute tickets except at the direction of Tour Promoter.
- (b) Ticket prices for the Concert shall be determined by Tour Promoter. The venue facility fees in addition to the ticket prices are 2.00 per ticket sold. *See venue contract paragraphs 8 & 13 - Ticketmaster will also be entitled to charge a*
- (c) There shall be no complimentary tickets issued for the Concert unless specifically *convenience* authorized in writing by Tour Promoter. *fee.*
- (d) Preparation of a ticket manifest shall be done in conjunction with the "Genesis 2007 Tour Ticketing Information - North America" package which has been or will be forwarded to you by Tour Promoter. Tour Promoter will approve the final details.
- (e) Daily ticket sales counts will be required by Tour Promoter. No ticket count information may be released to anyone other than the Tour Promoter by the Venue unless otherwise notified in writing by the Tour Promoter. All reporting to the industry trades will be done by Tour Promoter. This must be strictly adhered to. In addition, no interviews etc, shall be made to the media without specific permission by Tour Promoter.
- (f) There shall be no tickets pre-pulled from the box office for any purpose unless specifically authorized, in writing, by Tour Promoter.
- (g) There shall be no holdback of club type seats from the public on-sale of the Concert without the prior written permission of the Tour Promoter or except as permitted in the Venue Agreement. The Venue is required to immediately notify the Tour Promoter in writing of any obligations it may have in regard to advance notice or advance sale of tickets for the Concert to its luxury suite or club seat holders. *See venue contract paragraph 8, parts F & G.*
- ~~(h) The Venue shall offer tickets for sale to the public without a service charge or at least the first day of public on-sale.~~
- (i) Venue agrees to provide or cause its ticket agent (Ticketmaster or other agent, where applicable) to provide Tour Promoter access to the ticket agent's system for the purposes of viewing and printing the event audit reports and to provide Tour Promoter (and at Tour Promoter's written request, Artist and Tour sponsors) access to and use of customer information in respect of tickets sold for the Concert including addresses, phone numbers and e-mail addresses. In this regard, Venue and /or its ticket agent shall provide such customer information to Sponsor (if any) in respect only of tickets sold in connection with Sponsor's pre-sale right (if any) as described above.

7. VENUE ADMITTANCE:

Admission to the Venue during the rental period shall be limited to patrons in possession of manifested tickets printed for the Concert, bona fide Venue staff with valid venue issued identification, official Concert Tour staff with proper tour issued identification and local suppliers, staff and sponsor representatives and guests issued with stick-on identification passes by Act/Tour Promoter.

8. BACKSTAGE ACCESS:

There shall be no backstage access allowed without stick-on passes issued by Act/Tour Promoter. All Venue requests for backstage passes should be submitted to Tour Promoter by 2:00 pm on the day prior to each Concert.

9. BUDGET:

Where applicable, all Venues are requested to provide estimates of their reimbursable expenses based on the information provided by Tour Promoter and the Local Promoter. For staffing purposes, please budget the Concert assuming doors are opened 60 minutes prior to the scheduled start time and that the Concert will be approximately 3 hours in length (with no intermission and one (1) opening act). *See venue contract paragraph 28*

Please forward these budgets by fax to CPI, Attn: Craig Sneiderman at Fax No: (416).922-1498

10. SETTLEMENT:

Box office settlements will be conducted on the night of each Concert. A complete revenue and expense settlement also will be conducted on the night of the last show. Please have original invoices with backup where necessary, ready prior to the agreed time of settlement. Venue shall provide Tour Promoter with a certified box office statement on settlement and Tour Promoter shall be entitled to have a representative in the box office at all times who may review and take extracts of box office records relating to the Concert.

11. NO REBATES/MARK-UPS:

The Venue hereby warrants that it will not make any rebate payments to the Local Promoter, any supplier, or individual involved in providing goods or services in respect of the Concert which are charged to the Act/Tour Promoter. The Venue agrees to disclose to Tour Promoter any agreements it has with the Local Promoter which entitles the Local Promoter to any rebates or volume discounts in respect of rent or other amounts payable to the Venue (including annual or multi-year or show agreements) or any revenues related to the Concert (such as from parking or concessions). The Venue shall not charge any mark-up, administration or overhead fee on any third-party expenses charged to either the Tour Promoter or the Local Promoter.

12. SIGHT LINES:

The sight lines for each Concert will be determined by representatives from both Act and Tour Promoter in consultation with the Venue. There may be no changes made to these sight lines except at the direction of Tour Promoter *and the building General Manager.*

13. TROUBLE/RELOCATION SEATS:

It is recommended that seats be withheld from sale on the floor and in the stands on both sides of the Venue to allow for unforeseen seating difficulties. The location and number of such seats will be determined in consultation with Tour Promoter prior to ticket on-sale. Once determined and held, these seats may not be released for sale except at the direction of Tour Promoter.

14. PUBLIC TRANSIT:

Each Venue is asked to co-ordinate with the Local Promoter to ensure that local transit authorities have been advised of the planned start and finish times of the Concert. If the Venue has any specific concerns or requirements of the Act/Tour Promoter please provide details in writing.

15. DOOR OPENING:

Doors may only be opened in consultation with the designated Act or Tour Promoter representative.

16. TURNSTILES & DROP BOXES:

Turnstiles must be used at all patron admittance gates, press gates and entrances to luxury suites and club seats. Venue will ensure that the Tour Security Director is able to take opening and closing turnstile numbers at the same time that the Venue does. Drop Boxes must also be used at each entrance location. If a drop count is required on the night of the performance, the Venue will be advised as early as possible to organize the necessary staff and room. *It is understood that the Venue uses ticket scanning equipment and all drop counts are recorded electronically.*

17. PERMITS:

It is the responsibility of the Venue to notify the Local Promoter and Tour Promoter as soon as possible of all permits necessary for the staging of the Concert.

18. TAX REMITTANCES:

If the Venue is responsible for remitting any taxes which are deducted from Gross Box Office Receipts, then a copy of the remittance together with a cancelled cheque must be provided to Tour Promoter upon request.

19. TRANSPORTATION PACKAGES:

Tour Promoter may contract with a third party or parties for the sale of ticket & travel packages to the Concert. The Venue hereby agrees not to participate in any travel package venture for the Concert nor to provide tickets to third parties wishing to do so.

20. VIP SUITES/SKYBOXES:

The revenue from any private box or suite seats shall be allocated as provided in the Venue Agreement, provided that in any event the revenue from any "overflow" or standing room suite seats sold specifically for the Concert (as opposed to tickets included in the suite license) shall be included in Gross Box Office Receipts. In any event all suites and boxes must be manifested for the purpose of verification of drop count audit on the night of engagement.

The Tour Promoter/Act request that the Venue make available to it one private suite for the Concert.

^
if possible

21. PRESS BOX:

Tour Promoter shall have the first right of refusal over the use of all press box and lounge facilities for the Concert.

22. FLOOR SEATING PLAN:

The Venue is requested to secure all necessary approvals for the reserved seating plan on the floor. Written confirmation of such approval should be forwarded to Tour Promoter upon receipt.

23. VIP/CORPORATE PARTIES:

Tour Promoter has the exclusive right to organize hospitality functions (ie VIP Parties) in connection with the Concert and the Venue agrees not to allow third parties use of any of its function rooms for this purpose, nor to engage in organizing VIP functions on its own behalf. Accordingly, all appropriate function and banquet rooms, etc that are owned or controlled by the Venue shall be reserved for the exclusive use of the Tour Promoter unless otherwise agreed in writing. *The Venue will sell VIP packages and will earn a 10% commission on the gross (less the cost of tickets).*

The Venue's catering company shall supply all food and beverages for any VIP or corporate functions that are held in conjunction with the Concert at the Venue.

24. CAMERAS/TAPE RECORDERS:

It is the policy for the Tour that no cameras or recording devices of any kind be admitted to the

The Venue hereby agrees that for the mutual benefit of the patrons and all parties concerned, there will be no alcoholic beverages sold past the last intermission in this concert unless agreed by a Tour Promoter representative or Tour Promoter will not be liable for damages.

Genesis Tour 2007 - North America - USA Rider to Venue Agreement

Venue. The Venue should discuss its own policy for a check system or other method of dealing with patrons who are refused admittance for this reason, with the Local Promoter and the Tour Security Director.

25. ACT RECORDINGS, ETC:

The Act or its designee shall have the right to photograph, film, videotape, broadcast, webcast, record or otherwise mechanically reproduce the Concert and its related activities on a live and/or delayed basis at the Venue. The Act or its designee shall own in perpetuity and may exploit the products of all such activities in their discretion throughout the world in all media without further payment or compensation to the Venue; provided that Tour Promoter/Act shall pay for any additional out-of-pocket expenses related to such activities, including union costs, this includes stagehands. In exchange, the Act or its designee shall use the words

26. **NO BOTTLES OR CANS:** "Live at Giants Stadium" in any film, photograph, videotape, etc.

It is the policy for the Tour that no bottles, cans, chairs, weapons, projectiles or other potentially dangerous objects of any kind be admitted to the Venue. A satisfactory method for disposing of such items should also be discussed with the Local Promoter and Tour Security Director. The Venue agrees not to serve refreshments in cans, bottles, glassware or other hard containers.

27. BEER/WINE/ALCOHOL:

~~The Venue shall be responsible for all claims, suits, damages and expenses (including reasonable legal costs and expenses) related to the sale of alcohol at the Concert.~~

28. DOOR TIMES/SUPPORT ACT/INTERMISSION:

Specific times for doors and show finish will be furnished to the Venue in advance of the performance date.

29. ANNOUNCEMENTS/USE OF IN-HOUSE VIDEO SCREEN:

There may be no public address announcements other than those giving notice of services available at the Venue or public safety information or introductions of the Act without the prior approval of the Tour Promoter. No such announcement may be made less than 30 minutes prior to or during the Act's performance. The use of any in-house video screens or television monitors for purposes other than the advertisement of services, existing venue advertisers or upcoming events must have the prior approval of the Tour Promoter. Any video display visible within the audience area of the Venue must be turned off at least 30 minutes prior to the Act's performance and remain off until house lights are turned on at the end of the performance.

The Tour Promoter shall have the use of the Venue's in-house video screens (including scoreboard) and system and television monitors for no additional fee.

30. FEED TO IN-HOUSE VIDEO SYSTEM:

There will be no feed supplied to the Venue's in-house video system unless it can be demonstrated to the satisfaction of the Act/Tour Promoter that increased revenue will result and that there can be no possibility of recordings being made.

Should the Act/Tour Promoter agree to provide a feed, the Venue will be required to sign an indemnity making the Venue solely responsible for any damages and costs associated with the exploitation of any illegal recordings that may be made thereof.

31. MERCHANDISE:

- Consign ←
to the venues
exclusive
merchandiser,
Aramark
- (a) Bravado International Group Limited ("Merchandiser") has been appointed the exclusive merchandiser for the Tour and shall accordingly have the exclusive right to ~~all~~ all non-food and non-beverage items of whatsoever nature at the Concert, including, without limitation, wearing apparel, posters, stickers, programs, phonograph records and other such items of merchandise, binocular rentals and glow lites.
 - (b) Merchandiser will require a product room in a convenient location to afford easy access for one tractor trailer, one bus, and two automobiles, and to enable Merchandiser to distribute merchandise to all stands. The product room should be located in an area segregated from the general public. The dimensions of the product room should be no less than 30 ft by 30 ft with adjacent toilet facilities and proper heat, light and electrical power points.
 - (c) If no such product room exists at a particular Venue, Merchandiser will arrange for a 40 ft trailer to be delivered to the Venue no later than 8 a.m. on the day prior to the first performance of the Concert which will be vacated by 9 a.m. on the day following the last performance of the Concert. Merchandiser will liaise with the Venue and Local Promoter to determine the best location to set up the trailer.
 - (d) Merchandiser must have exclusive access to the product room no later than 8 a.m. on the day prior to the first performance of the Concert until 9 a.m. on the day following the last performance of the Concert.
 - (e) Merchandiser must be able to park its vehicles after load-in and until expiration of the above-noted time period in a secured compound (which should be the same area as the production trucks).
 - (f) Where Merchandiser supplies its own vendors, Merchandiser will have its own or Artist distributed front-of-house passes to gain access to the Venue. Merchandiser or Artist Director of Security will supply specimen samples of its passes to the Venue for posting

Genesis Tour 2007 - North America - USA Rider to Venue Agreement

on the nightly pass sheet. These passes will be clearly marked no backstage access.

- (g) The Venue agrees to assist Merchandiser with bootleg prevention on its private property, including obtaining the assistance of local authorities where reasonably possible. Merchandiser will require the Venue to perform a thorough bag check of patrons upon entering the building, to prevent the smuggling of bootleg merchandise into the Venue. Merchandiser's director of security will liaise with the Venue's to coordinate this check. *See attached NJSEA bootleg vending policy/procedures.*
- (h) The Venue will not sell, nor permit to be sold, any item(s) which bear the name likeness or logos of the Act, without the prior written permission of the Act/Tour Promoter.

32. PRODUCTION RELATED ISSUES:

- a) The Venue will provide a clear, unobstructed access path for the installation and removal of all equipment provided by the Act. The Act's load-in and load-out will not be held up by Venue deliveries, private vehicles, cleaning equipment or other Venue controlled activities.
- b) The Venue will supply sufficient parking on site for up to 15 tractor-trailers, 10 tour buses, and 20 vehicles at no cost to the Act/Tour Promoter if the Venue is an arena, and parking on site for up to 25 tractor-trailers, 10 tour buses, and 20 vehicles at no cost to the Act/Tour Promoter if the Venue is a stadium.
- c) The Venue assumes responsibility for approving the hanging weight of the Act's equipment and shall immediately advise the Act/Tour Promoter of any restrictions in this regard.
- d) The Act/Tour Promoter require a number of rooms for use as dressing rooms, production offices and VIP/Hospitality rooms. The Venue shall ensure that all reasonably available rooms are reserved for use by the Act/Tour Promoter.
- e) The Tour will be providing its own stage, mixer platform and barricades unless otherwise advised. ~~The Act/Tour Promoter requires any portion of the Venue's staging, mixer platform or barricades, there shall be no cost to the Act/Tour Promoter for same.~~
- f) ~~The Venue will provide its in-house stage containing pipe and draping and backstage furniture if requested by Tour Promoter at no additional charge.~~ If phones are not included in the house package, in-house phone charges shall be limited to \$~~100~~ ¹⁵⁰ per phone line ~~including~~ long distance charges, for the duration of the rental/license period and not on a per day or other basis. ~~provided that Venue's portion of package costs for phone line installation and long distance charges exceed the aggregate charges to Tour Promoter for phones. Tour Promoter shall instead pay such backline costs.~~ T1 lines are \$250 for installation and \$75 per additional day of service.

Genesis Tour 2007 - North America - USA Rider to Venue Agreement

- g) The Venue acknowledges that the Act/Tour Promoter has the right to provide its own tour catering for, at its option, the touring and local crew, Act and dressing rooms and Act hospitality. There shall be no buyout fee paid to the house caterer for the use of a tour caterer unless agreed to in writing. *The Act/Tour Catering must be in the dressing room / backstage area only, otherwise the building concessionaire, Aramark, must be involved.*

33. CONFIDENTIALITY:

The terms of the Venue Agreement including this Rider are subject to the utmost confidentiality among the parties thereto, and must not be disclosed to any third parties without the prior written consent of the parties thereto and the Act, except as disclosure may be required to professional advisors or by law, or for carrying out the purposes of the Venue Agreement. Breach of this provision could cause the parties and the Act irreparable harm which may not be subject to compensation with monetary damages.

34. ASSIGNMENT:

Notwithstanding anything contained in the Venue Agreement, Tour Promoter shall be entitled to assign the Venue Agreement and this Rider to an affiliate or a company that can provide the services of the Act. Tour Promoter shall provide written notice of any such assignment to the Venue upon the occurrence of same.

35. ADA:

The Venue shall advise the Tour Promoter of all requirements of the Americans With Disabilities Act ("ADA") that relate to the Venue so as to enable the Tour Promoter to comply with the ADA.

36. DIRECTION RE FUNDS:

The Venue hereby acknowledges the Tour Promoter's interest in all revenues received by the Venue from the sale of tickets in respect of the Concert ("Ticket Revenues"). In that connection, the Venue hereby irrevocably agrees that immediately upon settlement of each Concert in accordance with the terms of the Venue Agreement, the Venue will wire all Ticket Revenues, ~~and all interest thereon~~ (except as specified in the Venue Agreement), to the Tour Promoter (to an account to be advised in writing) without deduction, set off or withholding of any kind, except as permitted pursuant to the Venue Agreement with respect to amounts owing to Venue thereunder.

If the Venue has over-withheld any amounts from sums owing to the Tour Promoter under the Venue Agreement, the Venue shall wire any over withheld amount to the above account immediately upon final settlement.

Genesis Tour 2007 - North America - USA Rider to Venue Agreement


The Venue agrees that until such time as it transfers the Ticket Revenues to the Tour Promoter as provided above, the Venue shall hold the Ticket Revenues ~~in a segregated interest bearing trust account (or segregated Venue Ticket Sales Trust Account)~~ for the benefit of the Tour Promoter, subject to the Venue's rights to same under the Venue Agreement as specified above.

I have read and fully understand the foregoing and hereby agree to be bound by the terms of this contract addendum.

Agreed To And Accepted By:

New Jersey Sports & Exposition Authority
Contracting Party For The Venue

CPI Touring (Genesis - USA) LLC

By: 
Authorized Signatory
James R. Minish
EVP - Facilities

By: 
Authorized Signatory



MEADOWLANDS
SPORTS COMPLEX

NEW JERSEY SPORTS and EXPOSITION AUTHORITY

INTER-OFFICE MEMORANDUM

NJSEA BOOTLEG VENDING POLICY/PROCEDURES

UNAUTHORIZED VENDING AND DISTRIBUTING PROHIBITED

Except as authorized by the Sports Authority, no person shall enter or remain on the premises of the Meadowlands Complex for the purpose of selling, offering to sell, leasing or distributing any goods, merchandise, literature or services.

ILLEGAL VENDING - Often the sale of souvenir T-Shirts and caps, etc. is an important source of income to our promoters and the acts they represent. Ultimately, of course, the Sports Authority benefits from this business as well. At times, particularly for rock concerts, vendors will "pirate" the name and trademarks of acts and produce shirts and caps which they sell in our parking lots before and after concerts. When the act in question obtains a court issued injunction against this, we will assist in carrying out the court order. We do this by trying to curtail the activities of these unauthorized vendors.

The vendors work the parking lots and only carry 3-5 shirts at a time to minimize their losses if caught. They maintain their main supply of merchandise in a centrally located vehicle trunk or van and may keep a bag of inventory under a parked car.

ENFORCEMENT



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CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of August, 2007 by and between The New Jersey Sports and Exposition AUTHORITY, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY and AEG Live Productions, LLC at 145 West 45th Street, 9th floor, New York, NY 10036, hereinafter referred to as LICENSEE.

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview, and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

So You Think You Can Dance
The Theater at Continental Airlines Arena
Date: September 29, 2007
Time: 8:00 PM -- 11:00 PM
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00am on the 29th day of September, 2007 and to the 30th day of September, 2007 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers/exhibitors for presentation of the event.

LICENSEE will present all applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$50,000 plus stagehands.

The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

Notwithstanding the above, the LICENSEE will be required to pay for stagehand labor, insurance, credit card commissions on box office sales only, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, dressing room furniture, backstage and barricade security, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE to the extent that such damages do not arise out of AUTHORITY's negligence or willful misconduct. Any monies thereafter due the LICENSEE shall be wired on Monday, October 1, 2007. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day. The AUTHORITY acknowledges receipt of the Artist Technical Rider and agrees to comply with its provisions as applicable to AUTHORITY and the Arena.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and

move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public in consultation with LICENSEE. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. Ticket Prices & Configuration are as follows:

Net Capacity – TBD – Theater Configuration

<u>Area</u>	<u>Price</u>
Floor, Lower Tier	\$52.50
Lower Tier, Upper Tier	\$45.50
Upper Tier	\$35.50

The \$2.00 facility fee, which the AUTHORITY will be entitled to retain, is on top of the ticket prices above.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) house tickets per show.

The AUTHORITY has the right to hold seats (TBD) for suite relocation for obstructed view suites due to production. Of these relocated seats, (TBD) will be complementary, and the remaining (TBD) may be purchased at the full ticket price.

e. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

Suite 121, if available, shall be allocated to the LICENSEE. Suite 121 may be obstructed view due to the Event being in The Theater at Continental Airlines Arena setup.

f. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: NO COMP show except for suite tickets.

LICENSEE: NO COMP show except for suite tickets and promotional tickets approved by management.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour, unless the length time is exceeded due to AUTHORITY delay.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than force majeure or AUTHORITY default, \$80,000.00 shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all approved expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

So You Think You Can Dance

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement (4.5% commission).

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws. In addition, LICENSEE shall carry Employers Liability Coverage for a limit of not less than \$500,000.

LICENSEE agrees to obtain, at its own cost and expense, an Inland Marine Insurance Policy on a replacement cost basis covering all personal property of the LICENSEE including property of others used in connection with the show, with the exception of property owned by the AUTHORITY. The policy shall contain a waiver of subrogation in favor of the AUTHORITY.

The AUTHORITY will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, its contractors or patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payments, such sums as shall be reasonably necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons, its employees, agents and subcontractors admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided 10 days prior to the event to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. COMPLIANCE WITH LAWS AND REGULATIONS

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. LICENSES AND PERMITS

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. INDEMNITY

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

13. LIEN

AUTHORITY shall have the first lien against ticket office receipts for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security, and the AUTHORITY shall indemnify LICENSEE against any and all claims for loss, injury or damage arising out of reasonable security and crowd management activities. Artist shall have complete control of sound and lights unless safety dictates otherwise.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non-event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied, except for backstage catering, by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. Artist travels with its own tour caterer and shall pay no buyout for such right.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top, and 85/15 on CD's & DVD's only.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance

payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the ARTIST.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast. To the extent such claims, damages, liability, cost and expenses do not arise out of AUTHORITY negligence.

18. **RECORDING**

LICENSEE agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer, performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege. Notwithstanding the above, subject to a separate agreement between the AUTHORITY and the performer, performer's agent or authorized representative of the performer, LICENSEE shall be permitted to record the event for archival use.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement. The AUTHORITY hereby acknowledges approval of the So You Think You Can Dance concert.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas, and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. ELECTRICITY

In the event extra lights, such as carbon or spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. WATER

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the LICENSEE.

24. PARKING

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. Fifteen parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. CREDENTIALS

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. LICENSEE PROPERTY

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and unless such injury or damage is a result of negligence of the AUTHORITY or its agents, watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same,

destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. Notwithstanding anything contained herein, LICENSEE'S indemnification obligations hereunder shall not apply if loss, damage, liability or injury is due to AUTHORITY'S negligence or willful misconduct.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFAACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of LICENSEE'S patrons, employees, agents and subcontractors admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY. All signage in the bowl of the Arena must be turned off when the performance begins.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY or LICENSEE impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material

in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons, with reasonable cause.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 7:00pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public; however, no refunds shall be authorized without the mutual approval of LICENSEE and AUTHORITY, and such authority shall not be unreasonably withheld, delayed or conditioned. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not reasonably possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to ARTIST approval and ARTIST contract restrictions.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above unless delay is due to AUTHORITY.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

Neither AUTHORITY nor LICENSEE will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made by LICENSEE or AUTHORITY in any material covenant or agreement therein contained, and not cured in a reasonable amount of time, this permit and the relationship of the parties at the option of the non-defaulting party shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession however, AUTHORITY shall not interfere with the performance of the Event by Artist if such performance can reasonably occur without causing AUTHORITY irreparable harm and the said LICENSEE shall notwithstanding, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees. LICENSEE must be given the reasonable opportunity to remedy any breach.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSEE or AUTHORITY or which the AUTHORITY or LICENSEE is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY provided however the AUTHORITY agrees to notify and provide a reasonable opportunity to address the AUTHORITY'S concerns. If such concerns are not properly addressed then the AUTHORITY shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be

enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement, including Artist Technical Rider sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the LICENSEE, AUTHORITY, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**

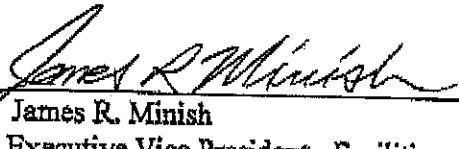
The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

49. **ADVANCE FUNDS**

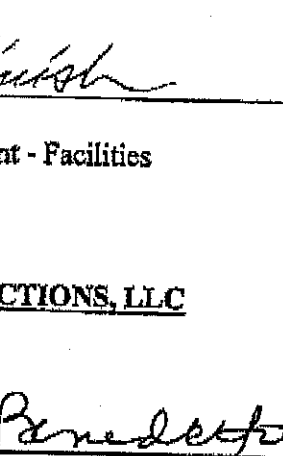
In the event that for any reason other than breach by the AUTHORITY that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the AUTHORITY all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the AUTHORITY, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the AUTHORITY from bringing direct action against the performers of the performer's entity for recovery.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

AEG LIVE PRODUCTIONS, LLC

By 
Donna DiBenedetto
Director of Touring

**WALKING WITH DINOSAURS - THE LIVE EXPERIENCE
CO-PROMOTION AGREEMENT**

THIS CO-PROMOTION AGREEMENT (this "Agreement") is effective as of October 2, 2007, between Immersion Edutainment America LLC, a Delaware limited liability company d/b/a Walking With Dinosaurs ("WWD"), and New Jersey Sports & Exposition Authority, ("Venue") and the operator of the facility known as The Continental Airlines Arena located in East Rutherford, New Jersey (the "Facility"). WWD and Venue are each sometimes referred to as a "Party."

Recitals

A. WWD and Venue wish to have Venue host at the Facility and co-promote WWD's "Walking With Dinosaurs - The Live Experience," an arena edutainment event, under and subject to the terms hereof (collectively, along with all of WWD's rights to use the Facility, the "Engagement").

B. The Engagement is expected to be part of a tour of such event, currently expected to include at least 30 cities and venues (the "Tour"). Venue and WWD shall cooperate with and support each other in the advertising and marketing of the Engagement and the Tour, under and subject to the terms hereof.

Agreement

In consideration of the representations, warranties, covenants and agreements herein, each Party agrees as follows:

1. Certain Obligations of WWD

1.1 **Production**. Except as otherwise stated herein, WWD shall be responsible for each performance in the Engagement, including the following:

- (a) the format, dinosaurs, performance operators, script, theatrical lighting (other than spotlights), sound and music;
- (b) production supplies for the Engagement, including portable sound equipment;
- (c) pre-Tour production and pre-Tour rehearsals regarding such performance, including stagehands, catering, electricians, security for performers and other labor required for pre-Tour production and pre-Tour rehearsals;
- (d) air and ground travel, hotel accommodations and per diem for WWD's personnel;
- (e) selection of the actors, puppeteers, production personnel and staff of WWD who are part of the Engagement and the Tour; and
- (f) obtaining any necessary rights to use the music and other copyrighted work for the Engagement.

1.2 **Grant of Use of Marks.** WWD grants to Venue the right to use, for the limited purpose of promoting and advertising the Engagement or the Tour, each trademark, name, logo, image or likeness in Appendix A (collectively, the "Marks").

(a) For each item to be broadcast, published, distributed, displayed or otherwise made public in connection with the Engagement that contains any Mark, Venue shall prepare and produce, at Venue's expense, such item in final form and provide such item to WWD to first obtain WWD's prior written approval (such approval not to be unreasonably withheld); in each case with reasonable notice to WWD and adequate opportunity for WWD to review (and revise, if necessary) before the first date on which such item is to be broadcast, published, distributed, displayed or otherwise made public.

(b) Venue's only rights relating to the Marks, WWD or the Engagement are the rights granted herein in accordance with the terms hereof. WWD and its Affiliates retain all other rights relating to the Marks, WWD or the Engagement. Venue shall not use any Mark to indicate or imply any endorsement of any product, service or person (other than the Engagement or the Tour). The Tour's name is a Mark, and Venue shall not use any other name to advertise, promote or identify the Tour.

1.3 **Promotion.** WWD shall:

(a) promote the Tour and the Engagement, including through WWD's website;

(b) create television, print and media advertisements for the Tour that can be adapted to also advertise and promote the Engagement;

(c) make such advertisements available to Venue for Venue's use in advertising and promoting the Engagement or the Tour, and Venue shall pay to WWD the amount of \$2,500 as reimbursement for the creation of such advertisements;

(d) assist Venue in preparing advertising and promotional material for the Engagement or the Tour; and

(e) provide non-original masters of the Marks.

2. **Certain Obligations of Venue**

2.1 **Use of Facility.** Venue shall make the Facility available for use by WWD, to the extent and as and on the terms stated herein, for the Engagement, at no additional cost to WWD, on the dates and at the times and as otherwise stated in Appendix B. Venue shall make available to WWD, at a minimum, the following items and areas for use in connection with the Engagement: the Facility's main event performance areas, existing Facility lighting; tables and chairs as reasonably requested; a hospitality room; production offices; men's and women's dressing rooms; a press room; lockable storage; and an appropriate secure area of 2,500 square feet (or more) for WWD to display the Engagement's accompanying exhibition. All of the foregoing is subject to the prior approval of WWD (which shall not be unreasonably withheld).

2.2 **Medical.** Venue shall have a certified EMT staff on standby at the Facility during each performance in the Engagement and all rehearsals.

2.3 Advertising. Venue shall schedule and purchase advertising that promotes the Engagement, with Venue being required to make the minimum cash expenditure for total advertising listed in Part 1 of Appendix C valued at the minimum in measured media (including bartering or trading) listed in Part 1 of Appendix C, which shall include as a minimum television, print, cinema, ambient media, transit, outdoor billboard and radio advertisements (and Venue may, but is not obligated to, schedule and purchase advertisements promoting the Tour). All such advertisements and promotions, if directly promoting the Engagement or the Tour, shall be credited towards satisfaction of such minimum expenditure requirements. Without limiting the foregoing, on or before the date that is six months before the Engagement begins, Venue shall complete and give to WWD Venue's proposed terms for Part 2 of Appendix C (without change to Part 1 of Appendix C). Venue shall make any, if any, changes to such Part 2 that WWD reasonably requires. Such Part 2, as submitted by Venue with any such changes by WWD, shall be a part of this Agreement, and Venue shall comply with such terms in such Part 2 thereafter. From time to time following WWD's requests, Venue shall inform WWD of the status of such advertising (including the amount of such cash expenditures actually made and the associated value of measured media, along with the types of advertising to which such amounts pertain). *See Attached Addendum A relating to paragraph 2.3*

2.4 Tickets. Venue shall print, sell and distribute the tickets for the Engagement. WWD, in consultation with Venue, shall determine the price of such tickets that Venue shall charge, but which shall include any (if any) prices listed in Appendix B. Venue shall comply with the other requirements that are listed in Appendix B regarding the printing, sale and distribution of such tickets. Venue shall provide to WWD the top quality tickets listed in Appendix B (at no charge) for each performance in the Engagement for use by Tour staff, WWD and WWD's sponsors. Venue shall limit the aggregate number of tickets for the Engagement that Venue provides at no charge (other than those provided to WWD) to the amount listed in Appendix B.

2.5 Insurance. Throughout the Engagement, Venue shall maintain insurance coverage for the Engagement, ~~which shall be comparable to the insurance coverage that is reasonably satisfactory to WWD and that names WWD and its Affiliates as additional insureds thereunder.~~ Such insurance coverage shall be comparable in all material respects to the insurance coverage that Venue maintains in the ordinary course of its business for other events at the Facility of size and nature similar to the Engagement, but not less than in amounts of \$2,000,000 commercial general liability, \$2,000,000 hospital and medical expenses and \$2,000,000 accidental death, dismemberment. Throughout the Engagement, Venue also shall maintain workers' compensation insurance for all its employees (and those of its Affiliates) to the extent required by law. On or before the date that is the earlier of 30 days after the date hereof or 30 days before the Engagement, Venue shall give to WWD certificates of insurance, in a form reasonably satisfactory to WWD, showing that such required coverages are held. Each such certificate of insurance shall state that at least 30 days' prior written notice by registered or certified mail shall be given to WWD of any cancellation, intent not to renew or reduction in coverage. All of such liability policies shall provide that WWD and WWD's Affiliates and each of WWD's and such Affiliate's officers, directors, owners, employees and agents is an additional insured as to all operations of Venue relating to this Agreement. If any such liability insurance policy is on a "claims made" basis rather than an "occurrence" basis, then such policy shall

provide that in the event of cancellation or non-renewal, the discovery period for insured claims ("tail coverage") is unlimited with respect to the matters in this Agreement.

See Attached Addendum A relating to paragraph 2.5

2.6 Utilities and General Items and Services. Venue shall provide all utilities for the Engagement. Venue shall provide all other items and services for the Engagement that Venue customarily provides for other events at the Facility of size and nature similar to the Engagement (including cleaning, ushers, security, support staff, parking, concessions, spotlights, forklifts, stagehands, truck loaders, electricians, engineers, box office personnel, fire protection and personnel and medical support and personnel) and all other items and services as may be described in the Rider attached hereto.

2.7 Use of Suite. Venue shall use its best efforts to provide to WWD the use of one luxury suite (and associated tickets) for each performance in the Engagement (at no charge).

3. Merchandising, Sponsorship and Broadcasting

3.1 Merchandising. WWD shall retain all rights to the creation and vending of Tour merchandise (including the Tour program book). Venue shall provide the personnel to appropriately stock, display and sell such merchandise at the Facility during the Engagement and shall provide complete sales and inventory reconciliation at the conclusion of the Engagement to WWD. Venue shall retain and remit to the appropriate taxing authority all applicable sales taxes due from the sale of such merchandise. Venue shall retain 20% of the revenue received from such merchandise sales (calculated after deducting all applicable sales taxes and all credit card fees actually imposed upon and paid by Venue (however, in no case shall such credit card fees exceed 3%)), and Venue shall pay the balance of such revenue to WWD, on or before the first business day following the Engagement, by wire transfer of immediately available funds.

See Attached Addendum A relating to paragraph 3.1

3.2 Ownership of Tour. WWD and its Affiliates own or have licensed to them all right, title and interest in and to and associated with the Tour, including the right of third parties to identify themselves as sponsors of or suppliers to the Tour or the Engagement. WWD shall retain all revenue received by WWD or any of its Affiliates from national or regional sponsorship of the Tour.

3.3 Local Sponsors. WWD grants to Venue the non-exclusive right to solicit and sell to third parties the right to be local sponsors of or suppliers to the Engagement solely in Venue's specific geographical market; provided, however, that the following shall apply regarding such sponsors and suppliers obtained by Venue:

(a) No person whose business involves any product or service in a category in Appendix D may be such a sponsor or supplier. WWD may amend the categories in Appendix D from time to time before the Engagement by giving written notice to Venue thereof; provided, however, that such amendments shall not require Venue to change Venue's agreement with any such sponsor or supplier previously authorized by WWD.

(b) Each proposed sponsor or supplier shall be approved in writing by WWD before Venue grants any right to such person to be such a sponsor or supplier. Such approval shall not be unreasonably withheld, but there may be some proposed

sponsors, suppliers or categories that may be so inconsistent with the image of WWD (e.g., tobacco, alcohol, gambling, etc.), or that are the subject of license restrictions (e.g., certain foods or beverages, etc.), as to be unacceptable, and WWD also may withhold its approval of a proposed sponsor or supplier that conflicts with a sponsor or supplier of WWD or any aspect of the Tour.

Subject to the foregoing, if WWD is approached by a person that desires to become a local sponsor or supplier of the Engagement solely in Venue's specific geographical market, then WWD shall inform Venue and cooperate with Venue (in a manner consistent with this Agreement) in Venue's attempt to enter into an agreement with such person relating thereto.

See Attached Addendum A relating to paragraph 3.3

3.4. **Broadcasting.** WWD shall retain all broadcast rights (including all rights to broadcast revenue) associated with the Engagement and the Tour. As part of its promotional efforts, Venue may, however, solicit local news coverage of the Engagement. WWD's prior written approval shall be required before any broadcaster is permitted access to any portion of the Engagement (including any move-in or move-out, any rehearsal or any performance). Any such access shall be for the sole purpose of taping promotional video of the Tour or the Engagement (with the specific elements available for taping to be determined by WWD). The length of the broadcast of such video shall be three minutes or less (except to the extent WWD determines otherwise).

4. Financial Terms

4.1. **Expenses.** Except to the extent stated herein, each Party shall bear and pay in full all of its costs and expenses and all costs and expenses of its Affiliates and any person acting for or on behalf of it or any of them.

4.2. Payment of Portion of Revenue to WWD.

(a) On or before the first business day following the Engagement, Venue shall pay to WWD (by wire transfer of immediately available funds) the sum of (i) an amount equal to 65% of the Revenue (after deduction of the amount retained by Venue pursuant to Section 4.3) for the first \$750,000 of such Revenue, plus (ii) an amount equal to 70% of the portion of such Revenue in excess of \$750,000, plus (iii) the amount owed to WWD under Section 1.3(c).

(b) "Revenue" means the total amount of revenue received (calculated after deducting all applicable sales taxes and all credit card fees actually imposed upon and paid by Venue (however, in no case shall such credit card fees exceed 3%)) by Venue in connection with the Engagement, including in connection with each of the following items (but excluding merchandise sales and without duplicate deduction of related sales taxes or credit card fees, which are the subject of Section 3.1): (i) ticket sales, further defined as revenue from all tickets sold for admission to each performance, regardless of their location, with exception of seats located in suites in the Facility; and (ii) local sponsorship of the Engagement (not including general sponsorships of the Facility). Revenue shall be calculated as the amount of cash received or, if not received in cash, the fair market value of the items or services received.

See Attached Addendum A relating to paragraph 4.2 (b)

4.3 **Reimbursement of Certain Expenses by Venue.** Venue shall retain an amount of Revenue that is equal to the amount specifically stated herein pursuant to Section 2.3 that Venue and WWD agreed as the minimum cash expenditure that Venue shall spend to advertise the Engagement, but which shall not include any amount for commissions nor any amount that Venue does not actually so spend (whether as a breach of this Agreement or if WWD has waived any of such requirement).

See Attached Addendum A relating to paragraph 4.3

4.4 **Possible Bonus to Venue.** If the Engagement generates certain amounts of Revenue, then WWD shall pay to Venue an amount (the "Bonus"), which shall be calculated as described in this Section 4.4 (with the payment of any, if any, Bonus being accomplished by netting the amount of any Bonus from the payment to WWD under Section 4.2).

- (a) If Revenue exceeds \$1,800,000, but is less than or equal to \$2,400,000, then the Bonus shall be \$20,000.
- (b) If Revenue exceeds \$2,400,000, but is less than or equal to \$3,000,000, then the Bonus shall be \$50,000.
- (c) If Revenue exceeds \$3,000,000, then the Bonus shall be \$100,000.

4.5 **Box Office Statements and Statements Regarding Advertising.**

- (a) Venue shall provide to WWD copies of advance sales reports on at least a three-weekly basis upon commencement of ticket sales for the Engagement.
- (b) Venue shall provide to WWD a comprehensive statement of all of Venue's advertising expenditures hereunder, which shall include an original and two copies of receipts for advertising expenditures, tear sheets, notarized affidavits of performance, insertion orders and any other item that WWD reasonably requests. Venue shall provide such statement (along with such other accompanying materials) no later than three business days before the day of the last performance of the Engagement.
- (c) Venue shall provide to WWD Venue's box office statements and preliminary settlement statement within two hours following the conclusion of each performance in the Engagement.

4.6 **Review of Records and Statements.** WWD shall have the right to review Venue's financial records associated with the Engagement. Such review also may be conducted by a certified public accountant of WWD. Such review shall be conducted following reasonable notice during normal business hours at Venue's primary office.

5. **Indemnification**

5.1 **Venue's Obligations.** Venue shall indemnify, defend and hold harmless WWD and WWD's Affiliates and each of WWD's and such Affiliate's officers, directors, owners, employees and agents, from and against all expenses, damages, claims, suits, actions and expenses (including reasonable outside attorney fees and expenses) to the extent arising out of or related to (a) Venue's breach of this Agreement or (b) any act or

omission of Venue, or of any person acting for or on behalf of Venue, in connection with the Engagement.

5.2 WWD's Obligations. WWD shall indemnify, defend and hold harmless Venue and Venue's Affiliates and each of Venue's and such Affiliate's officers, directors, owners, employees and agents from and against all expenses, damages, claims, suits, actions and expenses (including reasonable outside attorney fees and expenses) to the extent arising out of or related to (a) WWD's breach of this Agreement or (b) any act or omission of WWD, or any person acting for or on behalf of WWD, in connection with the Engagement. *See Attached Addendum relating to paragraph 5-2*

6. General Provisions

6.1 Notices. All notices and other communications required hereunder shall be in writing and deemed given if and when delivered personally, mailed by registered or certified mail (with return receipt requested) or sent by a nationally recognized overnight delivery service, in each case if the providing Party obtains written confirmation of receipt, to the applicable address stated below for the recipient Party (or to such other address for a Party as is specified by such Party pursuant to this Section).

If to Venue: Ron Van De Veen
Continental Airlines Arena
50 State Park 120
East Rutherford, NJ 07073

If to WWD: Immersion Edutainment America LLC
2235 Three Springs Drive
Westlake Village, CA 91361

6.2 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

6.3 Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire Agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, representations, warranties and understandings of the Parties regarding such subject matter. No waiver or supplement, modification or amendment hereof shall be binding unless expressed as such and executed in writing by both Parties (subject to the process for completing Part 2 of Appendix C set forth in Section 2.3 and subject to WWD's rights under Section 3.3(a)). No waiver of any term hereof shall be a waiver of any other term, nor shall any such waiver constitute a continuing waiver beyond its stated parameters. Failure to enforce strict compliance with any term hereof shall not be a waiver of, or estoppel regarding, the existing or any subsequent failure to comply.

6.4 Severability. If any term hereof is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other terms hereof shall nevertheless remain in full force and effect, and such term shall be amended so that it is valid, legal and enforceable to the maximum extent permitted by applicable law, but as close to the Parties' original intent as is permissible.

6.5 **Assignment.** Neither this Agreement nor any right or obligation hereunder shall be assigned, delegated or otherwise transferred (by operation of law or otherwise) by either Party without the prior written consent of the other Party (such consent not to be unreasonably withheld). This Agreement shall be binding on and shall inure to the benefit of the permitted successors, delegates and assigns of the respective Parties. Any purported assignment, delegation or transfer not permitted by this Section shall be void.

6.6 **Relationship of the Parties.** This Agreement establishes an independent contractor relationship between the Parties (and not a partnership, joint venture or other association). Neither Party has the authority to bind or obligate the other. Nothing herein, express or implied, gives any right or remedy under or by reason of this Agreement to any person other than the Parties and their permitted successors and assigns.

6.7 **Force Majeure Event.** If the performance of any of the terms hereof (other than the payment of monies) is frustrated, delayed or prevented because of proper compliance with any law, decree or order of any governmental agency or authority, or because of riot, war, public disturbance, strike, lockout, differences with workers, fire, flood, act of God or any other reason that is not within the reasonable control of the Party whose performance is interfered with and which in the case of each of the foregoing, by the exercise of reasonable diligence or efforts, such Party is unable to prevent (a "Force Majeure Event"), then such Party whose performance is so interfered with may, at its option, suspend such affected performance (other than the payment of monies) while (but for only so long as) such Force Majeure Event continues to be the cause of such interference and such Party continues to use its commercially reasonable efforts to fully perform, whenever and to whatever extent reasonably practicable under the circumstances (including through the use of alternate sources or dates, workaround plans or other means).

6.8 **Certain Other Interpretations.** Except as may be otherwise expressly stated herein: (a) the headings herein are for convenience only and shall not affect the meaning or construction of any term hereof; (b) the singular includes the plural and vice versa; (c) "or" means "and/or" and "any" means "any or all"; (d) "include" and "including" and variations thereof are deemed to be followed by "without limitation"; (e) the term "person" includes any individual, trust, corporation, partnership, limited liability company, joint venture, other business association or entity, court or other tribunal, government or governmental body, division, agency or other governmental unit; (f) the words "hereby" and "hereunder" and variations thereof refer to this Agreement as a whole and not merely to the specific section or clause in which any such word appears; (g) "Affiliate" means, with respect to any particular person, any other person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such person, whether by ownership or control of voting securities, by contract or otherwise; (h) references herein to a Section are to a section of this Agreement; (i) all dollar amounts are expressed in United States dollars and shall be paid in cash in United States currency; and (j) each Appendix and Rider hereto is a part of this Agreement and incorporated herein.

6.9 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Party has duly entered into this Agreement, effective as of the date first written above.

IMMERSION EDUTAINMENT AMERICA LLC

By: [Signature]
Title: General Manager

Immersion Edutainment America

New Jersey Sports & Exposition Authority

By: [Signature]
Title: Executive VP - Facilities

APPENDIX A
MARKS

WWD to complete; also include name of Tour and "Immersion Edutainment"

**APPENDIX B
 DATES AND TIMES OF ENGAGEMENT/
 USE OF FACILITY AND TICKET REQUIREMENTS**

Move-in	4:00 a.m. on Day <u>Tuesday</u> Date <u>October 2, 2007</u>		
Date and Time:	_____ m. on Day _____ Date _____, 20__		
Date(s) and Time(s) of Rehearsal(s):	_____ m. on Day _____ Date _____, 20__		
	_____ m. on Day _____ Date _____, 20__		
	_____ m. on Day _____ Date _____, 20__		N/A
Date(s) and Time(s) of Performance(s):		Firm	Tentative
	7:30 p.m. on Day <u>Wednesday</u> Date <u>October 3, 2007</u>	X	_____
	7:30 p.m. on Day <u>Thursday</u> Date <u>October 4, 2007</u>	X	_____
	10:30 a.m. on Day <u>Friday</u> Date <u>October 5, 2007</u>	X	_____
	7:30 p.m. on Day <u>Friday</u> Date <u>October 5, 2007</u>	X	_____
	10:30 a.m. on Day <u>Saturday</u> Date <u>October 6, 2007</u>	X	_____
	3:00 p.m. on Day <u>Saturday</u> Date <u>October 6, 2007</u>	X	_____
	7:30 p.m. on Day <u>Saturday</u> Date <u>October 6, 2007</u>	X	_____
	7:30 p.m. on Day <u>Sunday</u> Date <u>October 7, 2007</u>	X	_____
	_____ m. on Day _____ Date _____, 20__		
	_____ m. on Day _____ Date _____, 20__		
	_____ m. on Day _____ Date _____, 20__		
	_____ m. on Day _____ Date _____, 20__		
	_____ m. on Day _____ Date _____, 20__		

	_____ m. on Day _____ Date _____ 20____
Move-out Date(s) and Time(s):	6:00 a.m. on Day <u>Monday</u> Date <u>October 8, 2007</u> - out by _____ m. on Day _____ Date _____ 20____

Ticket Prices:	_____ Tickets @ \$ _____ = \$ _____	See Attached Sheet (estimated) Schedule A
	_____ Tickets @ \$ _____ = \$ _____	
	_____ Tickets @ \$ _____ = \$ _____	
	_____ Tickets @ \$ _____ = \$ _____	
	_____ Tickets @ \$ _____ = \$ _____	
Total Tickets, One Performance:	_____ Tickets = \$ _____ per performance	See Attached Sheet Schedule A
Total Tickets, All Performances:	_____ Tickets = \$ _____ all performances	
On-Sale Date, Discounts and any Related Requirements:	Discount of \$ _____ on tickets priced at \$ _____ Discount of \$ _____ on tickets priced at \$ _____ Discount of \$ _____ on tickets priced at \$ _____	See Attached Sheet Schedule A
Groups, Schools On-Sale Date:	Groups, Schools On-Sale Date: <u>7/21/07</u>	
Public On-Sale Date:	Public On-Sale Date: <u>7/21/07</u> <u>9/13/07 - October 9 show</u> at 7:30 PM only	

Additional Requirements Regarding Printing, Sale and Distribution of Tickets:	<u>\$2.00 facility fee</u> <u>on each ticket sold</u> <u>Venue shall return all revenue from facility fee</u>
Number and Location of Tickets Provided to WWD at No Charge:	<u>TBA</u> Tickets @ \$ <u>TBA</u> <u>TBA</u> Tickets @ \$ <u>TBA</u>
Maximum Number of Tickets that Venue can provide at No Charge (other than those provided to WWD):	<u>TBA</u> house seats per performance <u>TBA</u> seats for promotional and advertising activities

APPENDIX C
ENGAGEMENT ADVERTISING AND MARKETING PLAN AND BUDGET

Part 1: - See below

The minimum cash expenditure for all advertising is \$ _____ valued at a minimum of \$ _____ in measured media (including bartering or trading).

Part 2: - See below

Venue shall further allocate such minimum cash expenditure for advertising among the following categories of advertising with the following respective cash expenditure minimums. Venue shall run all of such advertising on or before the following respective deadlines. Venue shall cause all of such advertising to comply with the following respective additional requirements.

Category of Advertising	Minimum Cash Expenditure	Deadline	Additional Requirements
Television	\$ _____	_____, 20__	
Print	\$ _____	_____, 20__	
Cinema	\$ _____	_____, 20__	
Ambient Media	\$ _____	_____, 20__	
Transit	\$ _____	_____, 20__	
Outdoor Billboard	\$ _____	_____, 20__	
Radio	\$ _____	_____, 20__	

xxx please refer to final advertising package presented at settlement

APPENDIX D
PRODUCTS/CATEGORIES RESTRICTED FROM LOCAL SPONSORSHIP

WWD and Venue to complete

10/02/2007 22:44

IMMERSIONEDUTAINMENT

PAGE 17

OCT-02-2007 TUE 05:38 PM

FAX NO.

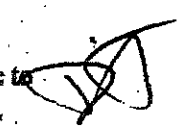
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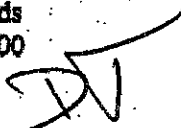
RIDER

Attached

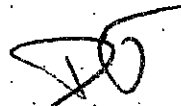
Addendum A TO THE CO-PROMOTION AGREEMENT

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Co-Promotion Agreement as if incorporated therein:

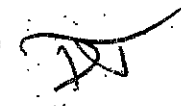
Paragraph 2.3 (Advertising) – Venue shall be permitted to include as part of the advertising budget Venue's 10% group sales commissions that Venue has sold for the Engagement. WWD understands that such group sales commissions may cause Venue to exceed its advertising budget for the Engagement, which has been approved by WWD. Such group sales commissions shall not be applicable to the 15% national advertising contribution for the Engagement. 

For clarity, if Venue's advertising budget is \$150,000 and Venue's group sales commissions are \$10,000, making the entire advertising contribution at \$160,000. The 15% national advertising contribution shall only apply to the \$150,000 and not towards the \$10,000 group sales commission. Therefore, $\$150,000 \times 15\% = \$22,500$ (national advertising contribution). 

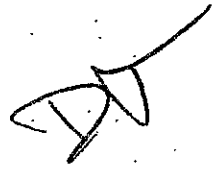
WWD understands and approves of Venue's 4.5% outside agency commission for all advertising placed by Venue. Such commissions shall be included as part of Venue's advertising budget.

Paragraph 2.5 (Insurance) – Venue is unable to insure the property of WWD and the operations of the Dinosaurs. WWD shall reciprocate to Venue in accordance with the terms of paragraph 2.5 of this Agreement including WWD's property and the operations of their property. 

Paragraph 3.1 (Merchandising) – The merchandise split on recorded materials (CD's & DVD's) shall be 85% to WWD and 15% to Venue. 

Paragraph 3.3 (Local Sponsors) – WWD understands that Venue has existing relationships with permanent sponsors in Venue's building, some of which give such Venue sponsor exclusivity in a particular sponsorship category. WWD and Venue agree to communicate with one another prior to any sponsorship activation to ensure there are no conflicts with existing Venue exclusive sponsors. 

Paragraph 4.2(b) (Payment of Portion of Revenue to WWD) – There are 29 suites in the building with a total of 466 tickets. These tickets are complimentary.

Venue shall also be entitled to relocate suite seats that are obstructed view due to the Engagement's production setup. These relocated suite seats are complimentary and are in the general seating area. Brad Parsons and Bruce Mactaggart shall mutually work together to settle the financial arrangements for the complimentary relocated suite seats. 

Addendum A – (continued)

Paragraph 4.3 (Reimbursement of Certain Expenses by Venue) – Subject to Paragraph 2.3 of the Agreement and of this Addendum A, Venue shall be able to include the 4.5% outside advertising agency commissions as part of Venue's advertising budget. *DT*

Paragraph 5.2 (Indemnification – WWD's Obligations) – Subject to the terms defined in Section 5.2 of this Agreement, WWD shall also indemnify, defend and hold harmless Venue and Venue's Affiliates from any act or omission, mechanical failure or mechanical malfunction of the Dinosaurs, who, in the case of this Agreement, are the performers for the Engagement. *DT*

AGREED AND ACCEPTED:

IMMERSION EDUTAINMENT AMERICA LLC

[Signature]
By: General Manager, IEA

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

[Signature]
By: James R. Minish
Title: Executive VP - Facilities

Schedule A

Walking With Dinosaurs

Venue: Continental Airlines Arena
 Date (s) October 3, 2007 to October 7, 2007

Bldg. Mgr Matt
 Bell

Box Offi Eileen
 Mgr.: Urdaz

Settlem Conni
 Contact: Tamburri

Box Office Summary

	Price	Capacity	Kills	Available For Sale
\$	85.00	9,688	944	8,744
\$	73.00	15,146	3,872	11,274
\$	53.00	21,974	12,510	9,464
\$	38.00	18,280	2,198	16,082
\$	25.00	27,832	10,096	17,736
\$	70.00	12	-	12
\$	68.00	186	-	186
\$	50.00	37	-	37
\$	48.00	463	-	463
\$	35.00	42	-	42
\$	33.00	340	-	340
\$	25.00	55	-	55
\$	20.00	918	-	918
\$	15.00	1,067	-	1,067
Total		95,040	29,620	66,420

~~all~~ numbers are estimates and are subject to change

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA
(HEREIN CALLED "FEDERATION")



CREATIVE ARTISTS AGENCY

2000 Avenue of the Stars
Los Angeles, CA 90067
424-288-2000/288-2900 Fax

HARDCOPY

FOR TRAVELING ENGAGEMENTS AND LOCAL ENGAGEMENTS

Whenever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over The Territory In Which The Engagement Covered By This Contract Is To Be Performed.

This Contract for the personal services of musicians on the engagement described below is made this 22nd day of Aug, 2007 between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians

1. Name and Address of Engagement: Continental Airlines Arena - East Rutherford, NJ
Name of Band or Group BRUCE SPRINGSTEEN AND THE E STREET BAND - Thrill Hill Productions, Inc. d/b/o BRUCE SPRINGSTEEN AND THE E STREET BAND (13-2852897)

Number of Musicians (10)

2. Date(s), Showtime: Tue 10/09/07 - TBA, Wed 10/10/07 - TBA

3. Type of Engagement (specify where dance, stage show, banquet, etc): Public Concert

4. Additional Information:

Billing: Artist to receive 100% Headline billing.

Performance Length: Artist to perform one complete show.

Sound and Lights: Purchaser to provide and pay for first class sound & lights, per Artist specifications.

Support Talent: TBD and mutually agreed

Additional Provisions: PLEASE SEND DEPOSIT VIA BANK WIRE TO:
BANK WIRE INSTRUCTIONS
Bank: Comerica Bank-California
2000 Avenue of the Stars, Suite 210
Los Angeles, CA 90067
Bank Contact: Gavin Perdue
Account Name: Thrill Hill Productions, Inc.

Merchandise: 80/20
85/15 ~~CDs & DVDs~~
After Security and Tax are deducted.

Who Sells: Venue sells

5. COMPENSATION AGREED UPON (Amount and Terms):
~~\$2,904,487.40~~ guarantee VS 100% of GBOR after all approved expenses and taxes, whichever is greater for a total of 2 shows.

\$2,904,487.40
TICKET SCALING: Show Type: Public Concert
Oct 9 - 10, 2007

Reserved 1	17,364	@	\$95.00	#1,649,580
Reserved 2	1,648	@	\$65.00	#107,120
Show Capacity:	19,012		Show Gross:	#1,756,700
Total Capacity:	38,024		Total Gross:	#3,513,400
Total Tax%	7.00%		Tax/Deductions:	Net Potential: #3,283,551.40

(~~\$229,848.60~~)

ADDITIONAL PER TICKET CHARGES

TYPE	COST	INCL. IN PRICE?	Tax	7%
Oct 9 - 10, 2007 Facility Fee	\$2.00	no		

6. DEPOSITS/CONTRACTS: ~~\$1,452,243.90~~ due IMMEDIATELY \$1,452,243.90
Purchaser will make payments as follows: all payments shall be paid by certified check, money order, bank draft, wire transfer, or cash. Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's client trust account on behalf of Producer. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Producer, regardless of payments sent to CAA on behalf of Producer, including but not limited to deposits. CONTRACTS MUST BE RETURNED WITHIN 30 DAYS OF RECEIPT. BALANCE of Guarantee, Plus Percentage Payments, if any, and Sound and lights Payments, if any, to be paid in United States Currency by PURCHASER to ARTIST no later than Prior to Performance, evening of engagement

- 7. Riders Attached Hereto Are Hereby Made a Part Hereof.
- 8. If Artist is Headlining This Engagement: "All Support Talent is Subject to Artist Approval."
- 9. If Artist is Supporting This Engagement: "Artist's Performance is Subject to the Appearance and Approval of the Headliner."
- 10. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission. It is expressly understood by the Purchaser and Musician(s) who are parties to this contract that neither the Federation nor the Local Union are party to this contract in any capacity except as expressly provided in 10 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.
- 12. A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating

BRUCE SPRINGSTEEN AND THE E STREET BAND - 10/9/07, 10/10/07 - Continental Airlines Arena - East Rutherford, NJ (Buyer: NJ Sports and Exposition Authority - East Rutherford, NJ)

with the musician(s) performing the engagement and the Purchaser.

13. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, act of god or any other legitimate conditions beyond their control.

THE FOLLOWING PROVISIONS (SECTION 14) ARE ONLY APPLICABLE TO "LOCAL ENGAGEMENTS" AS DEFINED BY THE FEDERATION:

14. Resolution of controversies or claims: Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be submitted to arbitration under one of the following procedures to be selected by the Purchaser at the time that this contract is signed, by placing his or her initials in the box adjacent to the procedure selected. In the event that neither box is initialed, it will be presumed that the Purchaser has chosen the applicable procedures set forth in "B";


A (American Arbitration Association) Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be Settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the Award rendered may be entered in any court having jurisdiction thereof. The cost of the arbitration proceeding, except those cost personally incurred by the parties hereto for the presentation of their own case, shall be shared equally by the Purchaser and the Signatory Musician(s).

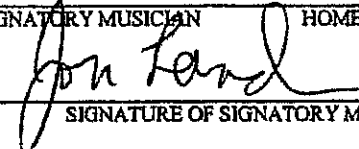
B (Local Union) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration by the Executive Board or other body of the Local Union charged with responsibility of settling such controversy or claim. All rulings and awards made by the Local Union in arbitration hereunder may be appealed to the International Executive board of the Federation (herein called "IEB") any party who was a participant therein. Appeals from such proceedings shall be perfected in the manner provided in the Rules of Practice and Procedure if the IEB in effect at the time of such appeal. All rulings and awards made by the Local Union in arbitration which are not appealed to the IEB shall be final and binding upon the Purchaser and participating musician(s).

Any party to an arbitration proceeding before the Local Union or, to an arbitration appeal to the IEB may bring an action to confirm or enforce a final determination and award of the Local Union or, if appealed, of the IEB in the courts of the jurisdiction in which the office of the Local Union is located; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of such court or courts for that purpose.

Names of All Musician(s)	Local #	U.S. Social Security Numbers
Bruce Springsteen	802	
Clarence Clemmons		
Gary Tallent		
Steven Van Zandt		
Max Weinberg		
Danny Federici		
Roy Bittan		
Nils Lofgren		
Patti Scialfa		
Suzie Tyrell		

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written

Ron VanDeVeen - NJ Sports and Exposition Authority - East Rutherford, NJ
 PRINT PURCHASER'S FULL AND CORRECT NAME
 (IF PURCHASER IS CORP. FULL AND CORRECT CORP. NAME)
 X 
 SIGNATURE OF PURCHASER (OR AGENT THEREOF)
 NJ Sports and Exposition Authority - East Rutherford, NJ
 Continental Airlines Arena, Meadowlands Sports Complex, 50 Route 120
 STREET ADDRESS
 East Rutherford NJ 07073
 CITY STATE ZIP CODE
 201-460-4387
 Business Phone

SIGNATORY MUSICIAN HOME LOCAL UNION NO
 X 
 SIGNATURE OF SIGNATORY MUSICIAN
 MUSICIAN'S HOME ADDRESS
 CITY STATE ZIP CODE
 Rob Light 285277
 Booking Agent Agreement No.

Mail To: Ron VanDeVeen; NJ Sports and Exposition Authority; Continental Airlines Arena, Meadowlands Sports Complex, 50 Route 120; East Rutherford, NJ 07073

C44

ADDITIONAL RIDER TO CONTRACT DATED : 08/22/2007
 BY AND BETWEEN BRUCE SPRINGSTEEN AND THE E STREET BAND - Thrill Hill Productions, Inc. f/s/o
BRUCE SPRINGSTEEN AND THE E STREET BAND (13-2852897)
 (hereinafter referred as PRODUCER), AND NJ Sports and Exposition Authority
 (hereinafter referred as PURCHASER) FOR PERFORMANCE (S) AT Continental Airlines Arena
 IN East Rutherford, NJ ON Tue 10/09/07 - TBA, Wed 10/10/07 - TBA

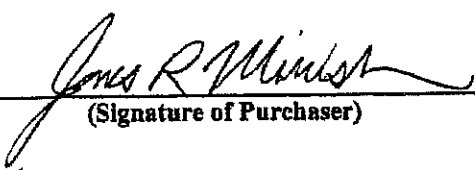
Expenses

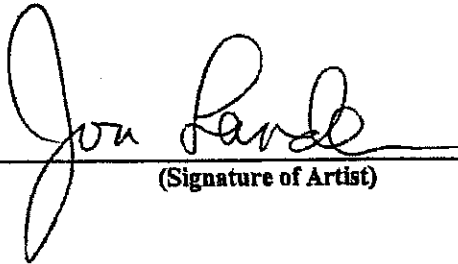
VARIABLE EXPENSES:
 Total Variable %: .00% Total Variable \$: \$00

FIXED EXPENSES:						
Advertising	\$47,960	60,000.00	Phone	\$1,750.00	Transportation	\$7,000.00
ASCAP	\$6,748.00		Runners	\$1,100.00	Ushers	\$21,124.00
Barricade	\$2,000.00		Security	\$29,097.00	Utilities	\$2,200.00
BMI	\$5,061.00		Security/Police	\$33,280.00	Other Expenses:	
Box Office Fee	\$3,638.00		Security/Private	\$10,000.00	pipe/drape	\$3,000.00
Catering	\$11,000.00		Set-up	\$1,500.00	supervision	\$12,477.00
Clean-up	\$10,000.00		Sound & Lights	\$70,000.00	tolls	\$200.00
Furniture	\$7,500.00		Staffing (Box Office)	\$2,039.00	unions	\$18,523.00
Insurance	\$7,121.00		Stagehands	\$60,000.00	wristbands	\$910.00
Medical (includes ambulance)	\$3,286.00		Towels	\$550.00		
Notes:					Total:	538,000.00

\$379,064

If the PURCHASER has other or greater expenses, the contract shall not be affected (except advertising, stagehands or catering, which may increase with written approval of ARTIST's management). If, however, the bona fide aggregate paid bills related to any of the above listed costs shall total less than stated herein, the expenses will be reduced by the difference between the total listed costs above and actual total listed costs as established to the reasonable approval of ARTIST's auditors based on the books, records, and paid bills maintained in connection with the event. It is the responsibility of the PURCHASER to have on hand at the event any and all original paid or unpaid bills needed to document said expenses. Any expenses not so documented will be the PURCHASER's sole responsibility.

ACCEPTED AND AGREED TO BY:

 (Signature of Purchaser)


 (Signature of Artist)

THRILL HILL PRODUCTIONS TOUR RIDER 2007

The purpose of this rider is to assure the Purchaser, the Artist, and the audience the most professional performance situation possible. Please be aware our tour is visiting many types of venues. Some requirements may need to be adjusted. Please have your technical representative go over this for conversation with our production manager.

For any questions, the following people are your contacts. Please call no matter how minor or insignificant a problem seems.

Management

Jon Landau Management
Jon Landau/ Barbara Carr
158 Rowayton Avenue
Rowayton, CT 06853

Tour Director

George Travis


Production Manager

George Stipanovich

Booking Agent

Barry Bell - BFB Consultant LLC

Rob Light - CAA

Business Management

Chapman, Bird, Grey & Tessler
Nancy Chapman, Patty DeFrancesco, Teresa Polyak

Tour Accountant

Michael Lorick

John Czajkowski

Road Managers

Wayne Lebeaux

Fred Girello/

Security Director

Jerry Fox Jr.

Catering Advance

Rolando Ramos/

Public Relations

Shore Fire Media / Marilyn Laverty

Spots and Ad/mats

Bill Young Productions/Steve Bassett

Vendor Contact info

Merchandising

Signatures / Rick Fish

Lighting

Morpheus Lighting / Paul Weller

Sound

Audio Analysts / Bert Pare, Albert Leccese

Video

Pete's Big TV's/ Peter Daniel

This RIDER to be attached and made part of the CONTRACT dated _____
between Thrill Hill Productions, Inc. (hereinafter called "ARTIST") and
_____ (hereinafter called "PURCHASER").

The following provisions shall be deemed incorporated in and as part of the attached Contract.
Furthermore, no changes shall be allowed without the prior written consent of the ARTIST.

A. TICKET SALES: All tickets must be printed BRUCE SPRINGSTEEN and the E STREET BAND. The PURCHASER shall provide a ticket manifest upon the signing of this Contract. The manifest must be produced by a bonded printer and must be confirmed as being correct by a notary public. This manifest should show the number, price and color of all tickets that will be produced for the performance(s). All tickets must be consecutively numbered and in the event of more than one performance in one venue be printed in a different range of color for each performance. If a different price scale is to be used for advance and day of performance sales, then two types of tickets must be used. Each should clearly show the relevant price and furthermore the two types of tickets to be used must be easily distinguishable by use of different colored stock. Each ticket must have the following wording clearly displayed on its face: "No cameras, tape/video recorders/laser pointers are allowed." "Bruce Springsteen and the E-Street Band" should be same font size.

On the date of the performance the PURCHASER must furnish the ARTIST'S Production or Tour Manager with a seating chart of the venue. This chart must show all the positions of unsellable/obstructed vision tickets that have been withdrawn from sale and the positions of any complimentary tickets held.

PURCHASER will present to the ARTIST'S Tour Manager/Accountant at the time of the performance financial settlement(s), all unsold tickets for counting and verification against the venue box office report(s). Gross ticket sales shall be determined by the difference between the numbers of the tickets printed, less any tickets not sold. This is a "no comp" tour except for zero dollar tickets designated otherwise at artist discretion (charitable organizations, etc).

In the event of tickets being sold at a discount for any reason whatsoever, the gross ticket sales will be based on the full face value of the tickets and not the reduced price unless prior written agreement of the ARTIST has been obtained.

A venue box office statement shall be furnished to the ARTIST'S Tour Manager/Accountant not later than two (2) hours after the commencement of the performance(s). The ARTIST'S Tour Manager/Accountant shall have the right to enter the venue box office at any time on the date of the performance(s) to inspect the records that relate to the gross receipts of each performance. Where the gross ticket sales exceed the gross potential ticket sales as stated in the attached contract, the ARTIST shall be entitled to, AT A MINIMUM, COLLECT THE EXCESS GROSS MULTIPLIED BY THE DESIGNATED PERCENTAGE SPLIT PER THIS AGREEMENT. IF NO PERCENTAGE SPLIT HAS BEEN DESIGNATED IN THE DEAL TERMS, ARTIST SHALL COLLECT 100% OF ANY EXCESS.

B. TICKET HOLDS: Ticket holds will be discussed before going on sale. There are no comp tickets held for this show. If there are contract agreements with facility or facility sponsor or others, please have a copy of that agreement for tour accountant. Any seating existing but not part of manifest or gross for purchaser contract (i.e.: sky boxes, etc.) should still be in master manifest for tour accountant.

C. TAXATION:

1. General

Subject to the following provisions of this clause, PURCHASER shall pay, at its sole costs, all taxes, fees, dues, levies, and the like relating to the performance.

2. Withholding Taxes:

PURCHASER agrees to co-operate with ARTIST in the reduction to the extent possible of any so-called withholding tax assessable against artist.

In the event that any withholding is required by local laws to be deducted in respect of sums payable to ARTIST, PURCHASER shall promptly inform ARTIST of the percentage or amount which PURCHASER is required to deduct and the basis for the deduction. PURCHASER shall also inform ARTIST of the name and address of the relevant authority for the purpose of enabling the ARTIST, if it so wishes, to make an application to reduce any such liability or otherwise to challenge the liability with the relevant authority.

PURCHASER shall be entitled to deduct from the sums payable hereunder any sums required to be deducted by PURCHASER on account of withholding tax. Any sums so deducted shall be remitted immediately to the relevant authority or held in an earmarked client trust account until such time as PURCHASER is required to pay such sums to the relevant authority.

PURCHASER shall furnish to ARTIST at the earliest possible opportunity following the performance as is permitted under local law a certificate or receipt in respect of all sums deducted on account of withholding tax. Such certificate or receipt shall be in the form provided for under local law and, where permitted by local law, PURCHASER shall ensure that such certificate or receipt shall be made out in a name nominated by ARTIST or its advisors. An English translation of such certificate or receipt shall be provided by PURCHASER to ARTIST.

3. VAT:

All sums payable to the ARTIST under the Contract are expressed to be exclusive of value added tax or equivalent (if any). In the event that value added tax or equivalent is payable, PURCHASER shall advise ARTIST in advance of the performance in the event that PURCHASER is not entitled, under the legislation and /or regulations governing value added tax or equivalent in the country in which the performance takes place, to account for such tax on behalf of ARTIST. Unless the PURCHASER is not so entitled, PURCHASER shall notify ARTIST of its value added tax registration number (or equivalent). Notwithstanding the foregoing ARTIST shall have the right to charge value added tax (or the equivalent tax), if applicable, in respect of sums payable under this contract

D. METHOD OF PAYMENT: The ARTIST'S fee shall be divided into three (3) parts:

1. Unless otherwise provided in the contract an advance deposit against the guaranteed fee. This amount, to be as detailed in the attached contract, shall be paid to CREATIVE ARTISTS AGENCY or as otherwise directed in the contract not less than thirty (30) days prior to the date of the performance(s).
2. Unless otherwise provided in the contract the balance of the guaranteed fee shall be calculated and paid to the ARTIST'S Tour Manager/Accountant at the time of the financial settlement on the date of the performance(s).
3. Unless otherwise provided in the contract any percentage overage/override or sound and light or bonus payment over and above that of the agreed guaranteed fee and as per the terms of the attached Contract, shall be calculated and paid to the ARTIST'S Tour Manager/Accountant at the time of the financial settlement on the date of the performance(s).

These final payments on the date of the performance(s) shall be made in the form of certified check, banker's draft, wire transfer or cash. The ARTIST'S Tour Manager/Accountant will advise the PURCHASER prior to the date of the performance(s) of the required method(s) of payment(s).

E. SETTLEMENT: The financial settlement of the performance(s) shall take place on the date of performance(s) and shall begin no later than one (1) hour after the commencement of the performance. At this time the PURCHASER will be available together with a representative of the venue. A full review of ticket sales and the final box office accounting will be undertaken under the supervision of the ARTIST'S Tour Manager/Accountant. The PURCHASER will also furnish the ARTIST'S Tour Manager with a full set of duplicates of these items for his records. All expense amounts presented must have backup documentation. If not, the expense cannot be included in the ARTIST'S fee calculations. At this time the performance expenses will be compared with those submitted to the ARTIST'S agent in advance of the performance. Any increase between the estimated and actual figures must be justified to the satisfaction of the ARTIST'S Tour Manager/Accountant at this time.

Any expense item submitted should be net of any commissions, refunds, tax rebates (VAT or equivalent) due to the PURCHASER. The PURCHASER and the ARTIST'S Tour Manager/Accountant have the right to call upon their own representatives in specialized fields such as production, advertising and catering should further justification or explanation be required. All expenses should be costed and itemized in as much detail as possible. Any long-term venue rental agreement, related rates and cut-off conditions must be revealed at this time.

No approval will be given for the withholding of any sums in respect of damages to venue fixtures or fittings. PURCHASER must invoice for any and all damages and provide adequate venue or other documentation attesting to the value claimed. Invoices must be sent to the address below within one month of the date of performance. A copy of the damage-insurance policy should be submitted with the invoice together with the result of the claim first filed with the insurance company for amounts of damage exceeding any deductible or excess. Direct all invoices to Thrill Hill Productions, c/o Chapman, Bird Grey & Tessler, att: Patty DeFrancesco, 1990 Bundy Avenue, Suite 200, Los Angeles, CA 90025.

F. BILLING: The ARTIST shall receive One Hundred Percent (100%) sole exclusive headline billing as "BRUCE SPRINGSTEEN and the E STREET BAND" in all forms of advertising and publicity. All print advertising must utilize the ad mats as furnished by BILL YOUNG PRODUCTIONS. All ADMATS, radio, and TV SHOULD BE ACQUIRED AND PURCHASED directly from BILL YOUNG PRODUCTIONS.

G. OPENING ACTS: There are no opening acts for this show.

H. CAMERAS: No member of the audience shall be allowed to enter the venue with camera equipment. Members of the audience shall be required to hand any such equipment to venue security personnel upon entering the venue in exchange for a receipt. Members of the audience should be able to claim back their equipment upon presentation of their receipt at the time of their exit from the venue. The PURCHASER shall arrange with the venue for these security procedures to be adopted.

I. AUDIO/VISUAL RECORDING/PRESENTATION: No portion of the performance(s) may be recorded, filmed or embodied in any form for the purpose of the reproduction of such performance(s). The PURCHASER agrees that he will prevent any such recording being made without the express written authorization of the ARTIST. A violation of this clause shall furnish absolute grounds for the ARTIST'S refusal to perform thereafter and in this event all costs including, but not limited to the overage/override payments due, shall be borne by the PURCHASER. IF THERE ARE IN-HOUSE SCREENS OR PROJECTIONS used for commercials before the show they must not have audio. APPROVAL FOR USE MUST BE GIVEN BY TOUR MANAGER BEFORE DOORS OPEN.

The ARTIST reserves the right to film or record the performance for any purpose. Should such an act require the consent of the venue or its associated labor unions, then the ARTIST'S film or recording production contractor may liaise and negotiate with the venue direct. Extra costs or conditions incurred as a result of such a situation will be dealt with between the venue and the production contractor out of the context of the performance contract and subsequent financial settlement.

J. MERCHANDISING: The PURCHASER shall not without the prior written permission of the ARTIST, produce or sell souvenir programs, posters, badges, clothing or any other items that bear the ARTIST'S name(s) or logo. Also, there are to be no glow in the dark type items or roses sold for this performance. The ARTIST'S licensee is SIGNATURES MERCHANDISING. SIGNATURES MERCHANDISING has sole and exclusive right to sell, promote and advertise any and all types of merchandise in the venue on the date of the performance(s). ALL NON EDIBLE CONCESSIONS/MERCHANDISE MUST BE CLEARED THROUGH SONY SIGNATURES MERCHANDISING. This includes binoculars and other "day of show specific" rentals.

The ARTIST'S licensee will liaise direct with the venue as to the conditions. The PURCHASER agrees that he will make the venue aware of this clause and furthermore assist the ARTIST, the ARTIST'S licensee and the venue in prohibiting unauthorized vendors of merchandise bearing the ARTIST'S name and/or logo from operating on and around the property of the venue.

K. TIMES: The PURCHASER shall advise the ARTIST'S agent upon or before the issuance of this Rider of the advertised time of the performance and of the time at which the audience will be permitted to enter the venue. These times must be confirmed to the ARTIST'S Tour Manager before the date of the performance(s), together with any applicable curfew requirement and subsequent overrun fines or penalties.

L. TECHNICAL REPRESENTATION: The PURCHASER shall ensure that his Technical Representative is present at the venue from the start of the set-up of the ARTIST'S equipment until the end of the tear-down. The ARTIST'S Representative shall be available to assist in liaison between the ARTIST'S Production Staff and the Technical Staff of the venue. This Representative must have a good command of the English language.

M. MEDICAL SERVICES: The PURCHASER shall have available at short notice if required, a Medical Doctor, a Chiropractor and a Dentist. These professionals do not have to be present at the performance(s); however, the ARTIST or any staff may require the services of such professional in an emergency.

N. INSURANCE: The PURCHASER shall as a condition of the attached Contract take out adequate public liability and property damage insurance coverage for the performance(s). The ARTIST (Thrill Hill Productions) must be added as a named insured party on such a policy. Liability limit shall not be under Ten (10) Million US Dollars combined single limit for bodily and property damage.

O. CANCELLATIONS: In the event of illness, labor union restrictions, strikes or any and all other events beyond the control of the ARTIST, including but not limited to, failure of transportation, the ARTIST shall not be responsible for any costs incurred in the set-up and promotion of the performance(s). In the event the PURCHASER claims the ARTIST has breached this Contract, the limit of any liability for damages chargeable to the ARTIST shall be the minimum guaranteed payment if any provided for in respect of any performance(s) actually rendered hereunder. Provided that substantially all of the musicians can perform, in the event of illness or accident to an individual artist, other than BRUCE SPRINGSTEEN, PURCHASER shall not have the right to cancel this engagement.

P. NON-APPEARANCE INSURANCE: It is hereby understood that as a condition of the attached Contract the ARTIST at their discretion will effect insurance against the loss of any remuneration, whether payable to them by way of guarantee, share of profits, fee or otherwise howsoever which may be suffered by it in the event that the ARTIST is unable to appear singly or jointly due to death, accident or illness of the insure person: subject always to the conditions and limitations and exclusions of the said insurance. It is a condition of the attached Contract that the PURCHASER will at his own expense, effect such insurance as is available against loss of expenses, costs and/or commitment and/or guarantees and/or net profit as defined, excepting only the particular risk insured against by the ARTIST in accordance with the above paragraph, which may be incurred by or attached to the PURCHASER in the event of each and any non-appearance of the ARTIST or inability of the ARTIST to appear for any reason whatsoever provided that such non-appearance or inability to appear is caused by events or circumstances beyond the control of the ARTIST or PURCHASER. It is hereby understood and agreed that the ARTIST shall have (in the terms of the insurance mentioned in this paragraph) no liability whatsoever to the PURCHASER in respect of any items mentioned in this paragraph.

Tech rider on following pages: Again, please note we are performing at many different types of venues so please go over specifics with Tour Production Manager for your venue.

The terms and conditions of THIS RIDER and the TECHNICAL RIDER have been accepted and agreed as a part of the ATTACHED CONTRACT.

By
For and On Behalf of the PURCHASER

Name Title

By
For and On Behalf of the ARTIST

Name Title

THRILL HILL PRODUCTIONS TOUR RIDER 2007

Purchaser shall timely and completely provide to ARTIST all of the services, facilities, and materials required by ARTIST, and/or the production companies used by ARTIST that are providing technical support for this performance. This section should go to PURCHASER'S Representative for discussion with Artist Production Manager and Road Manager.

A. PURCHASER'S REPRESENTATIVE

1. Purchaser agrees to furnish a knowledgeable representative, at Purchaser's expense, (Promoter Rep and or Stage Manager is not a show cost). This representative must be capable of making any decision (pertaining to ARTIST'S Engagement) from the time of the arrival of the production equipment through the time of its departure.
2. Purchaser's representative will remain in the immediate backstage area and must be in constant contact with the ARTIST Production Manager. Purchaser's representative shall provide ARTIST with twenty four (24) hour telephone numbers, office, cellular, and residence, fourteen (14) days prior to the date of engagement.

B. RUNNERS/WARDROBE HELPERS

The Purchaser will provide the ARTIST Production Manager with Three (3) runners total, unless otherwise requested, at the venue from the time of load-in to the time of load-out to report to the PRODUCTION MANAGER. One (1) runner will work with the tour road manager at the Band hotel. He will be dispatched to the Band Hotel after checking in at the Venue. This runner's need to be bi-lingual (for European dates) and have a good understanding of the English language. They should have a valid driver's license, a car or van, a good knowledge of the area, and yellow pages. TWO WARDROBE/DRESSING ROOM HELPERS will also be required.

C. RULES AND REGULATIONS

It is the Purchaser's obligation to inform the ARTIST'S Production Manager of any mandatory union breaks, curfew, fire regulations, minimum light level requirements, maximum sound level limits, or any other unique regulations or peculiarities at least fourteen (14) days prior to the engagement, as subsequent evaluation thereof may place performance in jeopardy.

D. BILINGUAL TRANSLATORS (NON ENGLISH SPEAKING DATES)

The Purchaser shall provide ARTIST with bilingual personnel. These people will be used by the production team, the catering coordinator, and the security coordinator. It would be preferable to have one such person for each group mentioned above. If there is any problem in securing such personnel, the Purchaser should contact the ARTIST'S Production Manager at least three (3) weeks prior to the performance.

E. ACTIVITIES IN PLACE OF ENGAGEMENT

There shall be no scheduled or unscheduled activities at venue from load-in until all crew have showered after load out. This includes, but is not limited to, any type of sporting event, Tours of Building, etc. There are to be no announcements or speeches from stage. All announcements are to be cleared by the Artist's stage manager.

Thrill Hill Productions 2007

rev. 8/16

F. SECURITY

G. TRANSPORTATION (Band Party will generally arrive by charter plane)

For budget purposes vehicles should be figured as: airport to hotel; hotel to venue; venue to hotel; hotel to airport. (Note crew may be different hotel)

Upon Arrival and Departure from Airport (Band and Crew) Check with Road Manager

Wayne Lebeaux

1. Four (4) ten (10) passenger vans with bi-lingual drivers for band party. These vans should have tinted windows and enough room in the rear to store luggage. If necessary to accommodate this request please remove the rear seat.
2. Two (2) forty (40) passenger vans with bi-lingual (for non-English speaking dates) drivers for crew party. Check with production manager to make sure this is needed for your show. For European shows only.
3. Two (2) crew luggage vans, Two (2) for band. There must be room for a tour representative to ride with each vehicle.

Local Ground Transport (Hotel to Venue) Band-check with Road Manager

Wayne Lebeaux

1. Four (4) eight (8) passenger van with bi-lingual driver. These vans should have tinted windows and enough room in the rear to store luggage. If necessary to accommodate this request please remove the rear seat.
2. Two (2) mini busses fourteen (14) to twenty (20) passengers.
3. One (1) car as needed, two (2) vans as needed on non show days.

Local Ground Transport to Venue Crew

1. To be advanced when necessary by tour production manager.

H. ACCESS

1. Access to the place of performance for unloading and loading equipment at time specified by tour Production Manager.
2. Access to the stage area of fourteen feet (14') / 4.5 meters height clearance.
3. Complete floor covering for all necessary areas required by the facility.
4. Snow and ice removal equipment and supplies.

L. STORAGE SPACE

Storage space is required for the storage of crates and dollies after load-in. This space should be secured, away from audience traffic, and as close to the backstage area as possible.

J. PARKING

Sufficient space for ten (10) fifty three foot (53') tractor trailers. Six (6) crew coaches with shore power hookup. Any shuttle vans and runner vehicles for a period commencing twelve (12) hours prior to the load-in and four (4) hours after the performance is concluded. It is imperative that these vehicles are not blocked in any manner, and have free access in and out of the parking area at all times.

K. TRAFFIC DEPARTMENT/PERMITS:

If it is necessary to obtain permits or clearance in order to load-in and load-out around the venue, the Purchaser should make all necessary arrangements well in advance of the Engagement.

L. STAGE/MIXING POSITIONS AND SET UP AREA: : Artist carries his own rolling stage Fifty- six feet (56) / seventeen (17) meters wide and forty feet (40) / twelve (12) meters. One hundred fifty (150) feet / forty-five (45) meters from the rear wall of the arena floor must be kept clear for the production to load in.

Front of House mix is no more than 100' (30 m) from Front of stage.

Sound will require a platform Twelve (12) feet / four (4) meters wide by twelve (12) feet / four (4) meters deep by one (1) foot / thirty (30) centimeters high

Lights will require a platform Twelve (12) feet / four (4) meters wide by twelve (12) feet / four (4) meters deep by one (1) foot sixty / (60) centimeters high

Camera platform One (1) - Four (4) / 1.2 meters wide / by eight (8) / 2.4 meters deep two feet (2') / sixty (60) centimeters high beside sound platform.

M. RIGGING: As attached and discussed with Production Manager and / or Tour Rigger

N. BARRICADE: To be discussed with Production Manager

If show is sold as General Admission floor we will be using a double Barricade, (supplied by Promoter)

O. Internet requirements: To be discussed with Production Manager.

Minimum 1 meg download speed/Minimum 5k upload/DHCP assigned or Static IP address (provide to prod mgr. in advance)

Unfiltered outbound access on all ports.

Location to ISDN connection in venue if requested.

P. POWER REQUIREMENTS:

These are European / American power requirements. In cases of shows in other countries the power equivalents of the below will be required. The production requires two (2) completely separate power services. Two (2) services off the same transformer is not acceptable. Production Manager should be made aware of all venue transformer load times, i.e.: air conditioning, concession stands, parking lot lights, etc.

1. Lighting / America: Lighting requires two (2) services

Two (2) - Four hundred (400) amp three (3) phase five (5) wire (120 - 208 v)

Lighting/Europe:

Two (2) - Two hundred (200) amp three (3) phase five wire (220 / 380 v.)

One (1) - One hundred fifty (150) amp three (3) phase five wire (220 / 380 v.)
plus cold water pipe ground located fifty (50) feet of up stage center

2. Sound / America:

Sound requires one (1) service.

One (1) four hundred (400) amp three (3) phase five (5) wire (120 - 208 v.)
plus cold water pipe ground located fifty (50) feet of up stage center

Sound Europe:

Sound requires one (1) service

One (1) - two hundred (200) amp three (3) phase five wire (220 / 408 v.)
plus cold water pipe ground located fifty (50) feet of up stage center

3. Rigging:

One (1) one hundred (100) amp three (3) phase five (5) wire (120 - 208 v.)

4. Video / America:

One (1) two (2) hundred (100) amp three (3) phase five (5) wire (120 - 208 v.)

Video / Europe:

One (1) sixty-three (63) amp three Phase (3,0), (220 / 408) volt five wire, plus cold water pipe ground. Power should be located within fifty (50) feet from Up Stage Center.
If there is house video it's use must be approved by Production Manager.

5. Buses:

Six (6) busses, one hundred (100) amp single phase within fifty feet (50') of parking area. Whenever possible busses will be in backstage compound.

6. Disconnection Location:

Adequate fusing, spare fuses, disconnect switches and terminals suitable for attachment of 4/0 cables with lugs will be required at this source.

7. Voltage:

The voltage shall not vary or fluctuate more than five percent (5%) from 208 volts with balanced electrical loads.

8. Generators: Check with ARTIST production manager if a generator is required for power specifications. If needed a 1,000 KVA generator will be for lighting with a 500 KVA for with 400 amp 3/0 220/415 volt backup.

9. Electrician: Facility electrician should be present at stage call and throughout the remainder of the performance and until the end of load-out.

10. Elevators: If elevators are used for load-in/out. There must be a qualified elevator on call for load-in and on site for load out.

Q. FORKLIFTS

Two forklifts are required at each venue. Fork should have a minimum capacity of five thousand (5,000) pounds and lift to a height of fifteen (15) feet with side shift capability. There must be sufficient fuel to operate this equipment from the start of production load-in until the finish of the load-out.

R. SPOTLIGHTS: Check with Production Manager for your venue.

The Purchaser is to provide Four (4) super trouper follow spots in perfect working order. Colors for super troupers will be supplied by ARTIST. The touring lighting system will include spotlights on the truss. For budget purposes assume ten (10).

S. STAGE AND WORK CALLS: ALL CALLS TO BE VENUE SPECIFIC

The standard stage call will be: (These numbers are for budgetary purposes only.)

Load In

6:00 am

Eight (8) Riggers UP

Four (4) Riggers DN

One (1) Forklift Operator

Eight (8) stagehand(s)

Four (4) loaders

8:00 am ADD

Two (2) runner(s) Production

One (1) Electrician

One (1) Forklift Operator

Twenty-four (24) stagehand(s)

One (1) dressing room helper

One (1) Catering Runner

10:00 am ADD

Eight (8) stagehands

Show Call

(One Half hour before show ticket time)

Ten (10) Truss spot Operators (please make sure they are able to climb wire rope ladder)

Four (4) House spot Operators (2 front and on to the side spots and 2 rear spots)

One (1) House light person

Load-Out time TBA

Eight (8) Riggers up

Four (4) Riggers dn

(2) Riggers down

Two (2) Forklift Operators

Eight (8) Truckloaders

Fifty-four (54) Stage Hands

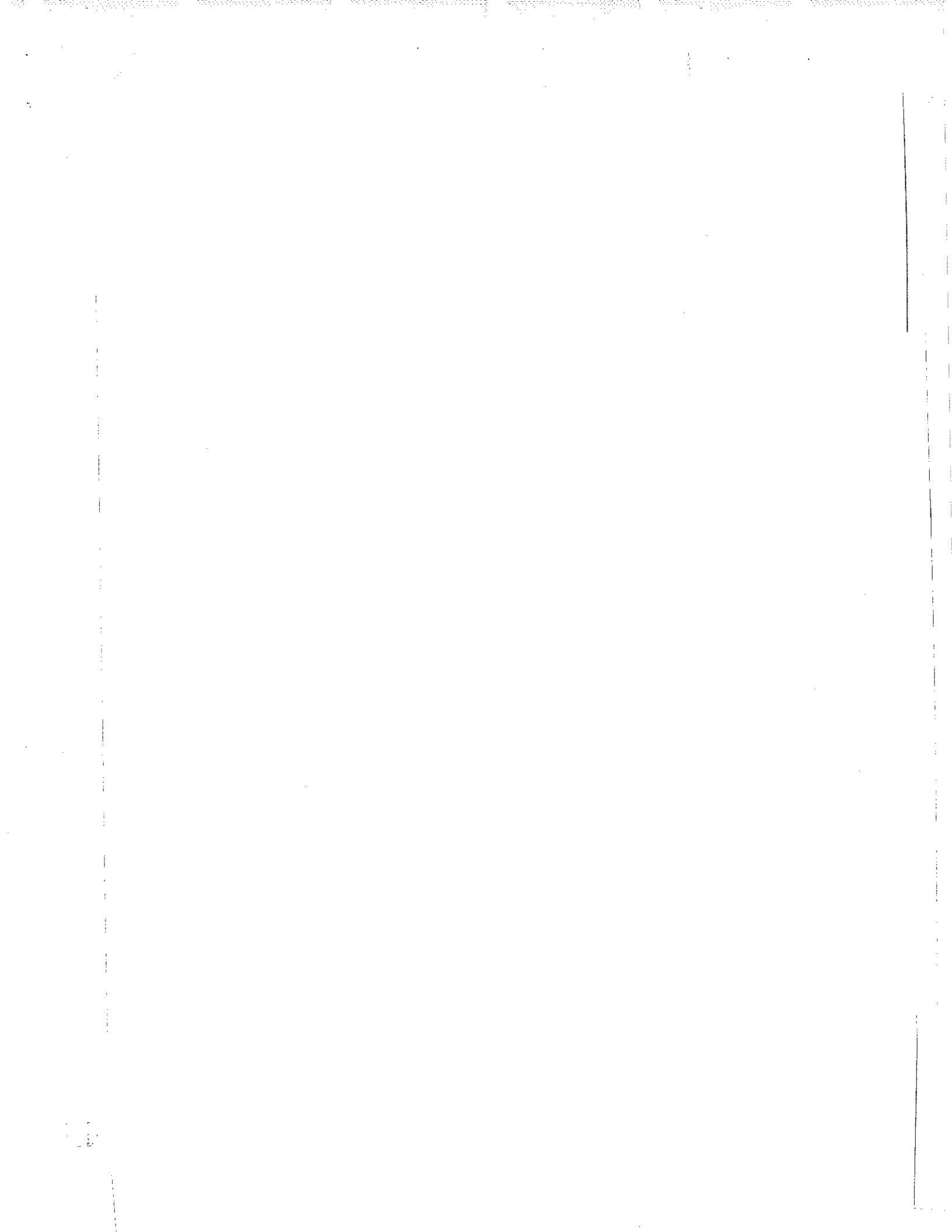
One (1) Electrician

All house work (spot lights set up, mix riser set up, seat set up and tear down) must be done by a crew separate from the stage crew. If the load-in / load out entails the need of an elevator there should be an elevator mechanic/service person present (not on call) for load out.

Working personnel requirements may fluctuate due to venue schedules and layout, in addition to union structure. Therefore all work and stage calls will be set by ARTIST'S Production Manager in advance with Purchaser's representative.

T. FRESHOW BAND/GUEST ACCOMMODATIONS:

LI. BACKSTAGE ACCOMMODATIONS:



BACKSTAGE FOOD AND BEVERAGE REQUIREMENTS

CHECK LIST

- Artist Tickets
- Bus stocking
- Catering - 1/2 hour before load-in call
- Crew
- Curfew
- Dinner
- Doctor
- Dressing Rooms
- Electrician
- E-Street Lounge
- Forklifts
- House Lights
- Internet
- Load-in
- Load-out
- Lunch Break
- Merchandising
- Mix Positions
- Overnight security
- Parking
- Passes
- Phone lines
- Rain protection
- Riggers
- Runners
- Security
- Show Call
- Sight Lines
- Snow and ice removal plans
- Sound check
- Towels
- Working Area cleared until Okayed by Production Manager

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of August, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Pillar of Fire International, 10 Chapel Drive, Zarephath, New Jersey 08890 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview, and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Autumn Blaze Concert

Date: October 13, 2007

Time: Parking Lot Activities: 12:00pm – 5:00pm

Concert in Arena: 5:30pm – 10:30pm

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 13th day of October, 2007 and to the 14th day of October, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this

permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$13,000 if Gross ticket revenue is \$120,000 or less, \$18,000 if Gross ticket revenue is between \$120,001 and \$240,000, and \$21,000 if the gross ticket revenue is \$240,001 or greater. Sales tax shall be determined by the Ticketmaster Tax Audit. The Authority will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

*Allow for
the event*

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the Authority for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, maintenance, parking, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. Authority retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the Authority all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the AUTHORITY undertake the sale of **group tickets**, it will be reimbursed at a rate of 3.5% (three and one half percent) of sales total for fulfillment only to groups of 10 or more.

e. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor	\$55.00
Floor/Lower Tier	\$49.00
Lower Tier	\$35.00
Upper Tier	\$30.00
Upper Tier	\$19.00

The \$2.00 facility fee, which the AUTHORITY will be entitled to retain, is included in the ticket prices above.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to TBD tickets per show.

The AUTHORITY has the right to hold seats for suite relocation for obstructed view suites due to production in sections 109, 110, 120, & 121. These seats are complimentary.

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

Suite 121 shall be allocated to the LICENSEE.

f. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: 25

LICENSEE: TBD

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per half hour.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA.

The acts to be supplied by the LICENSEE are as follows:

Toby Mac
Thousand Foot Krutch
BarlowGirl (+ others)

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. The AUTHORITY has agreed to place two 2x7 ads (one in each) in The Record and Star-Ledger at no cost to Pillar of Fire.

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the AUTHORITY 10 days prior to the event. The policies shall also provide, and the certificate shall so note, that

the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any

purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 72% to Pillar of Fire International / 28% to ARAMARK with taxes, bootleg security and credit cards off the top and 85% to Pillar of Fire International / 15% to ARAMARK on CD's & DVD's only.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by

such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the AUTHORITY, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY. The AUTHORITY shall charge \$10.00 per car and \$20.00 per bus for the Event covered by this Agreement.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**
All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**
LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**
LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**
LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**
In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 4:30 pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case, suit or action, is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY James R. Minish
James R. Minish
Executive Vice President - Facilities

PILLAR OF FIRE INTERNATIONAL

BY Mary Ann Lawrence
Mary Ann Lawrence
Director of Business

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of October, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Ardee Festivals NJ, Inc. at 650 Madison Avenue, New York, NY 10022 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Van Halen Concert

Date: November 3, 2007

- Time: ~~8:07:30~~ pm - 11:00 pm

- Event Length: 3 ~~1/2~~ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 3rd day of November, 2007 and to the 4th day of November, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Van Halen
Ky-Mani Marley

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFAACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at ~~6:30pm~~ 7:00pm

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President - Facilities

ARDEE FESTIVALS NJ, INC

By Phil Ernst
Phil Ernst
Senior Vice President

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$149.50
Lower Tier/Upper Tier	\$79.50
Upper Tier	\$49.50

The ticket price includes a \$2.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**


- A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).
- B. Suite 121 shall be allocated to the LICENSEE.
- C. \$3.00 per ticket on suite tickets sold, net of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

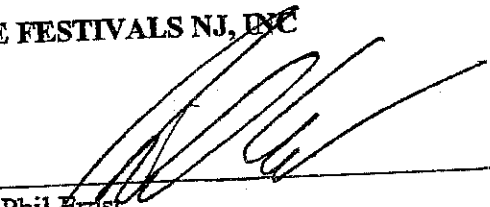
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 20 complimentary tickets and suite tickets

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

ARDEE FESTIVALS NJ, INC

By 
Phil Ernst
Senior Vice President

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of October, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Ardee Festivals NJ, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Dave Matthews Band Concert

Date: November 13, 2007

Time: 7:00 pm - 11:00 pm

Event Length: 4 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 13th day of November, 2007 and to the 14th day of November, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$75,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Dave Matthews Band
Robert Randolph & The Family Band*

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's, DVD's and limited edition poster only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news

broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such

connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President - Facilities

ARDEE FESTIVALS NJ, INC
By Phil Ernst
Phil Ernst
Senior Vice President

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier/Upper Tier	\$65.00

The ticket price includes a \$2.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.


C. \$3.00 per ticket on suite tickets sold, net of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. COMPLIMENTARY TICKET DISTRIBUTION

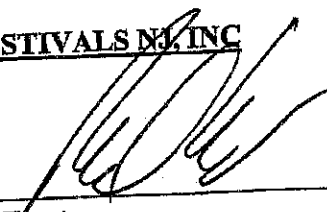
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: ~~X~~ tickets shall be allocated to the LICENSOR per show.
NO COMPSHOW

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

ARDEE FESTIVALS NJ, INC

By 
Phil Ernst
Senior Vice President

NOV. 27. 2007 2:29PM
NOV. 26. 2007 5:51PM

FELD ENTERTAINMENT
FELD ENTERTAINMENT

FORM NO.

NO. 366 P. 2
NO. 358 P. 2

AGREEMENT

AGREEMENT made this 26th day of October, 2007, between RINGLING BROS.-BARNUM & BAILEY COMBINED SHOWS, INC., a Delaware corporation ("Lessee") and NEW JERSEY SPORTS AND EXPOSITION AUTHORITY ("Lessor").

WITNESSETH:

WHEREAS, Lessee is the owner and operator of a live, theatrical, family entertainment production currently known as DISNEY LIVE! (the "Show"); and
WHEREAS, Lessor is the owner and/or operator of the facility known as the IZOD Center located in East Rutherford, New Jersey; and
WHEREAS, Lessee desires to use and Lessor shall make available the IZOD Center and all of its facilities and adjacent areas which are necessary for the safe and proper presentation of the Show (collectively the "Venue"); and
NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

1. **TERMS OF OCCUPANCY**
 - (a) **MOVE-IN:** Lessee, without additional charge, shall be entitled to occupancy of the Venue, at 8:00 a.m. on Wednesday, November 28, 2007.
 - (b) **PERFORMANCE DATES:** Lessor agrees to lease the Venue to Lessee for presentation of the Show on Thursday, November 29, 2007 ("Engagement").
 - (c) **MOVE-OUT:** Lessee, without additional charge, shall be entitled to use and occupancy of the Venue for five (5) hours after the conclusion of the final performance of the Engagement for the purpose of tearing down and moving out.
2. **TERMS OF RENEWAL:** Not applicable.
3. **ADJUSTED GROSS RECEIPTS:** The term "adjusted gross receipts," as used in this Agreement, shall mean the gross receipts (the proceeds from the sale of tickets of admission for the Engagement hereunder), less (i) all federal, state, county, provincial and local sales, admissions or similar taxes thereon; (ii) any amounts paid to or retained by any charity, newspaper or other organization with which Lessee has engaged in any special promotion in accordance with paragraph 20 below and any amount expended for any premium giveaways used instead of a discount in connection with such promotions; (iii) all amounts expended for advertising, publicity and promotion in accordance with paragraphs 10(d) and 11 below; (iv) credit card commissions; (v) creative costs; and (vi) a royalty fee of fifteen percent (15%) of all net (gross less taxes) proceeds for the rights to use the Disney characters, themes, and/or storylines or other famous characters, themes and/or storylines.

4. DEAL SUMMARY

RENT: As full consideration for use of the Venue and the performance by Lessor of its obligations hereunder, Lessee shall pay to Lessor for the Engagement hereunder forty percent (40%) of adjusted gross receipts.

LESSOR PAYS FOR:

- a. STAFFING
- b. STAGEHANDS
- c. BOX OFFICE
- d. INSURANCE

BOX OFFICE: Included in rent.
CREATIVE FEE: One Thousand Dollars (\$1,000) per show.
CONCESSIONS: Lessee retains 100% exclusive rights to sell program books, novelties and souvenirs, cotton candy, shoes, cones, freshly-squeezed lemonade, and popcorn.
SUITES/SPECIAL SEATING: Suites/special seats shall not be included in the gross receipts. Lessor will reimburse Lessee Twenty-Five Dollars (\$25.00) per ticket for all relocated suite seats.
COMPLIMENTARY TICKETS: Complimentary tickets shall be limited to an amount consistent with good business practice and shall be issued only when attached to forms furnished by Lessee.
CLEARANCE WINDOW: Spectacle-type: 20 days prior
 15 days after
 A clearance window exception shall be made for the November 20-26, 2007 engagement of Disney on Ice and the December 6, 2007 engagement of Kiz Bop.

5. INSURANCE AND INDEMNIFICATION:

- (a) Lessor shall maintain, at its sole cost and expense, public liability insurance naming Lessee as an additional insured for the period of the Engagement against liability for damages for bodily injuries, including death, and property damage, in the amount of One Million Dollars (\$1,000,000). Lessor shall deliver to Lessee at least ten (10) days prior to the first scheduled performance a Certificate of Insurance showing such insurance to be in effect and providing that such insurance shall not be canceled or changed in any material way except upon thirty (30) days prior written notice to Lessee.
- (b) Lessee shall defend, indemnify and hold harmless Lessor from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents which occur as a result of Lessee's negligence during the period of the Engagement and for which Lessor's sole basis for liability is vicarious liability for the acts or omissions of Lessee.

EAST_RUTHERFORD.DLS.0700R

REVIEWED
by: _____

NOV. 27. 2007 2:29PM
NOV. 26. 2007 5:51PM

FELD ENTERTAINMENT
FELD ENTERTAINMENT

FHA NO.

NO. 366 P. 3
NO. 358 P. 3

(c) Lessor shall defend, indemnify and hold harmless Lessee and its related or affiliated companies from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements) arising from incidents which occur as a result of Lessor's and/or its agents' negligence during the period of the Engagement or arising from or in any way related to any structural or design defect in or about the Venue or on Lessor's property adjacent thereto and for which Lessee's sole basis for liability is vicarious liability for the acts or omissions of Lessor and/or its agents.

6. **STAFFING:** Lessor shall provide, employ and control a sufficient number of ticket takers, guards, doorman, ushers, security, and other personnel requested by Lessee's duly authorized representative for the proper presentation of the Show and handling of patrons. (Payment in accordance with paragraph 4 above.)

7. **STAGEHANDS:** Lessor shall provide, employ and control all stagehands and other personnel as required by Lessee in accordance with the Yellow Card for handling the set, the properties, the costumes, the lighting, electrical and sound equipment and all other paraphernalia of the Show for moving in, setting up and installing the same; for working all performances; and for dismantling and removing all of the same at the end of the Engagement. In the event additional personnel are required as a result of any written contracts or oral agreements entered into by Lessor with any third party, Lessor shall pay the cost of all such additional personnel. (Payment in accordance with paragraph 4 above.)

8. **LICENSES & PERMITS:** Lessor shall obtain and pay for all licenses and permits which are required by any governmental authority in connection with the presentation of the Show hereunder and provide Lessee with evidence thereof at least thirty (30) days in advance of the Engagement.

9. **SERVICES PROVIDED BY LESSOR:** For the Engagement hereunder, Lessor shall, at its sole cost and expense:

(a) Provide the Venue, set in accordance with the approved ticket manifest, with seating for at least 3,000 patrons and all facilities thereof, including performance and non-performance areas which are safe and suitable for the presentation of the Show.

(b) Provide adequate heating and/or air-conditioning, lighting, electricity, water and related facilities to meet the requirements of the Show and to adequately operate and maintain the Venue.

(c) Provide and maintain a safe and suitable performance area ("Stage") in the Venue as may be required by Lessee for the proper presentation of the Show for the entire occupancy period as described in paragraph 7. Venue shall be available for rehearsals, maintenance, pre-set, and other uses by Lessee at such times as performances are not being presented, and the Venue shall not be scheduled for any other purpose by Lessor.

(d) Provide unrestricted use to Lessee of all tly systems, battens, counterweights, legs, borders and all other masking items.

(e) Permit use of parking areas for trucks, vans and trailers belonging to the Show or its personnel, with electrical feeds, water connections, sewer waste disposal facilities and trash removal and all hook-ups therefor. Lessor further agrees to provide not less than twenty (20) free parking spaces for Lessee's personnel in an area convenient to the backdoor of the Venue.

(f) Provide clean, heated and/or air-conditioned and lighted dressing rooms with coat racks, waste cans, tables and chairs, mirrors and proper lighting for make-up, and shower and toilet facilities in the Venue for the entire cost of the Show. In the event that there are not sufficient permanent dressing rooms for this purpose, Lessor agrees to erect portable dressing rooms for Lessee.

(g) Provide interior storage space for crates, trunks and other items carried by Lessee with locks on all doors and windows which provide access to such space. Lessee will be provided with a minimum of one (1) key to each lock for each storage space that Lessee occupies, as applicable.

(h) Provide sufficiently equipped office space in the Venue for the staff of Lessee for a period commencing two (2) days before the Engagement and ending one (1) day after the Engagement, including the use of telephone service through the Venue switchboard. Lessee shall pay for its own long-distance calls.

(i) Provide a total of three (3) spotlights in good working order (each having at least the intensity and capability of a Super Trougher), plus platforms and electrical connections (in locations designated by Lessee) and such other lighting and electrical equipment as is available for staging the Show.

(j) Provide a two-way intercommunicating telephone system with head sets, double earphones and mouthpieces, telephone operator type, between all spotlight operators and electrician controls, Show's sound system and backstage to a master station from which the person directing lights for the Show can see performers enter and finish.

(k) Provide installation of electrical feeds and cables for Show's lighting, sound, and other equipment.

(l) Provide adequate locations, per instructions from Lessee's designated technical representatives, for Lessee's sound and light boards for the Show.

(m) Provide suitable devices to prevent light from entering the seating and performance areas of the Venue when Show requires a blackout.

(n) Provide, employ and control (i) building superintendent and engineers; (ii) sufficient janitors, sweepers, cleaners, restroom attendants and other custodial workers for the proper cleaning of the Venue, including, but not limited to, the cleaning of all Venue areas that may be accessible to patrons ("Patron Areas") before move-in and prior to each performance and continuously throughout each performance to maximize the safety of Patron Areas; (iii) the standard building security services; (iv) electricians to connect and disconnect house power to Lessee's equipment as specified by Lessee; (v) house light operator; (vi) event manager and maintenance and service personnel required to adequately manage, operate and maintain the Venue; (vii) switchboard operators and regular telephone service; (viii) use of any marquee, roosterboard, telespot, or videoboard and operators, if such operators are required by Lessee; (ix) fireman; (x) first-aid attendants; (xi) locally licensed pyrotechnician, if required by state or local law; and (xii) all other personnel which are required to be hired by working agreements or contracts entered into by Lessor, by law, or by Venue rules and regulations (unless otherwise stated in paragraph 4 above).

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(c) Provide, in addition to the foregoing, all facilities and equipment as may be normally available at the Venue, at no charge, including such items as forklifts, man-lift, ladders, chairs, tables, rigging equipment, house sound systems and lighting equipment, pipe and drapes, washing machine(s), clothes dryer(s), and electrical equipment.

10. SERVICES PROVIDED BY LESSEE: For the Engagement of the Show hereunder, Lessee shall, at its sole cost and expense:

(a) Furnish the cast and such other personnel and equipment as Lessee deems appropriate for the presentation of the Show.

(b) Transport all personnel, properties and equipment of the Show to and from the Venue.

(c) Provide such taped musical accompaniment and taped narration as Lessee may require for proper presentation of the Show. Lessor agrees that it will not enter into any agreement with the American Federation of Musicians or any of its affiliated locals or any other union which will require any musicians to be employed, utilized or compensated in connection with any performance or Engagement of the Show hereunder.

(d) Obtain all grand rights, ASCAP, BMI, SESAC, and similar licenses and rights to use patented and/or copyrighted music, materials, equipment, devices, or dramatic rights used in connection with the presentation of the Show. Lessee agrees to indemnify Lessor against any claim or liability resulting from Lessee's failure to obtain any licenses in accordance with the foregoing or the infringement of any copyright used in the Show.

(e) Carry and pay for Workers' Compensation insurance with respect to Lessee's employees.

(f) Provide the required light board and full-range integrated sound system and its operator, and microphones.

(g) Direct the advertising, publicity and promotion campaign for the Engagement hereunder; prepare and furnish advertising layouts and commercial mats for all media, including radio commercials and television spots; and have printed all outdoor advertising paper, heralds, mailing circulars and other promotion material; however, Lessee shall be reimbursed in accordance with paragraph 3 for all advertising materials furnished by Lessee hereunder to include, but not be limited to, creative advertising work necessary for preparation of television, radio, newspaper ads, printing and promotional material, plus any freight involved therein. Such amounts shall include Lessee's creative cost per performance, in producing such materials, provided such cost shall be adjusted annually in accordance with Lessee's then current rate for its North American engagements.

11. ADVERTISING: Lessor shall place and remit payment for the entire advertising, publicity and promotion campaign. The amount expended for such campaign for any Engagement hereunder shall be mutually agreed upon by Lessor and Lessee. All advertising shall be at the contract linecode rate or other special rate applicable to the media employed and available to Lessor by reason of its volume. Lessor also agrees to handle billing of the performers as designated by Lessee and to feature such Show names as may be designated by Lessee over all billing and to use only ad mats and printed matter supplied by Lessee and to use only television and radio commercial announcements prepared under the direction of Lessee. Lessor agrees to submit copies of all bills and statements for publicity and advertising expenses to Lessee upon final settlement.

Notwithstanding the provisions of this paragraph, Lessee may elect to use its own personnel or other personnel designated by Lessee to place and remit payment for such campaign or part of such campaign as may be determined by Lessee, thereby relieving Lessor of any responsibility to place and remit payment for same. The parties remitting payment shall be reimbursed in accordance with paragraph 3.

12. PERFORMANCE CRITERIA: The schedule of performances for the Engagement shall be determined by Lessee. Lessee may designate a day or days during the Engagement as a day or days on which no performances will be held; however, Lessee shall have full access to all leased areas on non-performance days.

13. SUITES/SPECIAL SEATING: All seats in the Venue or any of its facilities which permit the occupant to view any performance of the Show shall be included in the ticket manifest for performances hereunder, including, without limitation, all seats in loges, box seats, suites, club seats and all other similar special seating whether sold by the season, by individual performance or on any other basis (hereinafter, collectively, "Special Seats"). Lessor shall contribute to the gross receipts for each performance an amount equal to the total number of Special Seats which have been sold for each performance or occupied on any basis, multiplied by the ticket price as noted in paragraph 4 above.

14. BOX OFFICE:

(a) Lessor, through its computer ticket service, shall provide adequate tickets for the requirements of the Venue at the scale of prices set by Lessee which shall not include any surcharge or other levy except for those taxes specified in paragraph 3. Lessor shall place tickets on sale at such time as may be determined by Lessee, and Lessor shall provide Lessee with a certified manifest of all tickets for the Engagement at least three (3) days prior to the commencement of ticket sales for the Engagement. Lessor shall insure that in the event of computer failure, Lessor will either take alternative measures to provide sufficient tickets for walk-up sales or will indemnify Lessee for any revenues lost as a result of any failure of, or problem with, Lessor's computer system.

(b) Lessor will not modify its existing arrangement or enter into any new arrangement with any computer ticket service for the exclusive sale of tickets to events at the Venue which will apply to or in any way affect the sale of tickets to performances of the Show hereunder without first obtaining the written approval of Lessee to the terms thereof, insofar as they affect Lessee and Show's patrons, and no such arrangement shall be applicable to the sale of Show tickets unless approved by Lessee.

(c) Lessor will provide all personnel, services and facilities, both at the Venue and elsewhere, necessary for the adequate sale of tickets to performances hereunder, including, but not limited to, a box office treasurer, ticket sellers for advance sales (including mail order), telephone charge sales, personnel to fill group sales orders, agency sales, performance window sales, and sales at any of the Venue's outside ticket outlets, and to pay all costs incurred in connection with such sales, including, but not limited to, the cost of any telephone charge system that is used or other special telephone service, internet services, money pickup service, all charges related to any computer ticket or reservation system that Lessor may utilize for the sale of tickets hereunder and any sales outlet or credit card commissions. Consideration for the foregoing personnel, services and facilities is noted in paragraph 4 above. If Lessee finds Lessor's usual outlet(s) inadequate for the sale of Show tickets, Lessee may establish additional outlets with the cooperation of Lessor.

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(d) Beginning with the date tickets are placed on sale, Lessor will furnish Lessee with a daily statement on forms furnished by Lessee, showing a breakdown of sales of all tickets, specifying separately daily advance box office sales, mail order sales (including the number of mail orders received), agency sales, group sales, outlet sales, internet sales, telephone charge sales and, after the beginning of scheduled performances, daily current box office sales.

(e) Lessor shall collect all monies from the sale of all tickets and shall maintain regular books and records pertaining to the Engagement, including a true and accurate account of all monies collected. All monies collected shall be deposited promptly in a bank account established by and in the name of Lessor. Upon request, Lessor shall transfer a portion of such monies to Lessee. Lessee agrees that to the extent such transfers have been made, it will immediately transfer to Lessor's account any monies required for refunds in the event of cancellation of any performances hereunder. Any refunds shall be determined by mutual agreement between Lessee and Lessor. Lessor shall have the sole obligation of distributing any refunds in accordance with any and all applicable laws and to file and pay in a timely manner any federal, state, county, provincial, local and/or other taxes, which may be assessed on tickets to performances hereunder, and any amounts relating to Lessor's failure to do so, and Lessor shall release Lessee from liability and indemnify Lessee in respect of any responsibility for the distribution of such refunds and for the payment of such taxes.

(f) Immediately after each performance, Lessor shall complete and deliver to Lessee a certified box office statement relating to the exact sales for said performance, all unsold tickets, lunette counts, computer manifests, and stubs retained by ticket takers on forms supplied by Lessee. Lessee, by duly designated representatives, shall have the right to inspect the box office and all records and transaction reports with respect to the admission receipts, including unsold tickets and stubs of tickets sold. Lessor will conduct a drop count in a manner acceptable to Lessee. Lessee's duly designated representatives will be admitted to the box office at any and all times during the sale of tickets for the Engagement. Lessor will account for all tickets and/or cash receipts therefor in accordance with the certified ticket manifest, and shall bear any losses or shortages of money resulting from fire or other casualty, hold-up, theft, infidelity, default by any of Lessor's ticket agencies, or bad checks.

(g) Upon completion of the last performance of the Engagement hereunder, there shall be an immediate accounting and settlement of amounts due and owing to the parties hereunder. In arriving at settlement, there shall be no offsets whatsoever for claims by one party against the other which do not relate to ticket sales, including, but not limited to, claims for damage to the Venue or its equipment which shall be handled in accordance with paragraph 29 below. No financial information (including but not limited to information regarding gross ticket sales and expenses) with respect to the Engagement shall be released by Lessor except with the prior written approval of Lessee.

(h) Lessor and Lessee agree to use their best efforts to maximize the sale of tickets to performances hereunder. Lessor will not commence the sale of tickets during the period one (1) week prior to and during the Engagement of the Show for any event to be held at the Venue without the prior written consent of Lessee.

(i) Lessee owns any customer list that is generated in connection with the presentation of the Engagement and all information that may be contained thereon. Neither Lessor nor its employees or agents will use such customer list or provide such customer list or the information contained thereon to any third party without the prior written consent of Lessee.

15. SERVICE CHARGES:

(a) The following service charges and handling fees shall be in effect for the Engagement hereunder and shall be applied in accordance with the Actual Ticket Price. Actual Ticket Price shall be defined as the price paid for ticket(s) including sales tax (if applicable) and after applying discounts, and shall not include any amounts charged for facility fee(s), ticket delivery fee(s), or other charge(s) (if any). Current service charges are as follows, and are subject to change on an annual basis:

	Actual Ticket Price: \$15.99	\$15.00 - \$42.49	>\$42.50
Purchase Location:	No Service Charge	No Service Charge	No Service Charge
Venue Box Office:	\$3.25 per ticket	\$4.25 per ticket	10% of Actual Ticket Price
Telephone/Internet:	\$3.25 per ticket	\$4.25 per ticket	10% of Actual Ticket Price
Outlets:	\$3.00 per order	\$3.00 per order	\$3.00 per order
Mail Order:	No Service Charge	No Service Charge	No Service Charge
Group Sales:	No Service Charge	No Service Charge	No Service Charge

- (b) A \$3.10 per-order handling fee may be applied to telephone and internet sales.
- (c) There shall be no per-order handling fee for outlet sales.
- (d) There shall be no per-ticket service charge(s) for mail order sales.
- (e) The Venue box office shall not impose any service charge or handling fee in connection with over-the-counter sales of tickets (including group sales orders) for the Engagement hereunder.
- (f) No facility fee or other surcharge, including credit card commissions, may be added to Lessee's established ticket price, except as may be indicated in paragraph 4 above. Any amounts added in violation of this provision shall become the exclusive property of Lessee.

16. POSSESSORY INTEREST TAX: It is the contemplation of the parties to this Agreement that no possessory interest or similar tax shall be imposed upon Lessee by any taxing agency of the State where the Venue is located or of any county, municipality or other subdivision thereof during the term of this Agreement since, among other things, Lessee does not have exclusive and continuous use and control of the Venue. However, if any such tax is imposed upon Lessee during the term of this Agreement, Lessor shall credit the amount of the tax paid by Lessee against any and all sums due or to become due from Lessee to Lessor under the terms of this Agreement. If Lessee has paid Lessor before the tax is paid, then Lessee shall have a credit as to consideration to become due under any renewal or extension of this Agreement and, if none, Lessor shall reimburse Lessee in the amount of the tax immediately upon written request from Lessee.

17. CONCESSION RIGHTS: Lessee shall have the sole and exclusive right to sell concessions noted in paragraph 4 above, both inside and outside the Venue and in the seats to the audience before and after performances and during intermission through its own vendors or through concessionaires designated by it (collectively "vendors"). Merchandise and souvenirs shall include but are not limited to coloring books, balloons, toys, games, lights, hats and other apparel, binoculars,

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booster seats, banners, photographs, photographic services, posters and dolls. There shall be no vending in the seats to the audience by any party during the actual performance. Neither Lessor nor any of its concessionaires shall charge any concession fee therefor, and all monies collected by Lessee from such sales, including proceeds of sales of advertising in Show's program books, shall belong exclusively to Lessee and shall not be included in gross receipts. For the purpose of such concession sales, Lessor shall supply to Lessee or its Vendors, at no charge, adequate lockers, at least equal in quantity and placement to those supplied for the most recent previous engagement (if applicable), in the Venue including electrical and water hook-ups, water and electricity. Neither Lessor nor any of its concessionaires shall sell concession items in the categories covered in this paragraph or concession items which are substantially similar to those categories covered herein during the Engagement hereunder, nor shall they sell in the seats to the audience except at times Lessee permits its own Vendors to sell there. Lessor represents that it has not signed any contracts or entered into any oral agreements with respect to concession operations at the Venue and its facilities which will require Lessee to utilize or pay for personnel in connection with Lessor's concession operations in addition to Lessee's Vendors and their personnel. In the event any additional personnel are required by Lessor. To the extent permitted by law, Lessor and Lessee and its subsidiary companies shall have the exclusive right to use voice amplification equipment during the Engagement in areas outside of the Venue that are open to the public. This right may not be assigned to any third party without the prior written consent of the non-assigning party.

18. **CLEARANCE WINDOW:** During the term of this Agreement, Lessor agrees that it will not allow the performance of any other spectacle-type show (spectacle-type show is defined as a major, touring, family show) in the Venue during the period commencing on the dates, prior to and ending after the Engagement hereunder, as noted in paragraph 4 above. In addition, if any such event noted above is scheduled after the periods indicated, Lessor will not, without Lessee's prior written consent, advertise or publicize performances of any other such event, nor allow any third party to so advertise or publicize until after the completion of the Engagement hereunder. Lessor acknowledges that its breach of this provision will cause Lessee irreparable harm for which money damages alone are an inadequate remedy due, among other things, to the impossibility of precisely ascertaining the same and that, in addition to remedies available to it at law, Lessee shall be entitled to injunctive and other equitable relief for such breach or threatened breach.

19. **BROADCAST RIGHTS AND TRADEMARK:** Lessor shall have no broadcast or reproduction rights with respect to the Show, and no television, radio, transmitting, recording or photographing device shall be used in any manner or form to reproduce any of the performances of the Show in the Venue, except for the account of Lessee which retains the sole and exclusive rights with respect to any such broadcast or performance and the proceeds thereof. It is expressly understood that there shall be no television broadcasts (including but not limited to free, paid, subscription, cable or delayed broadcasts) of any performance of the Show in the Venue authorized under this Agreement, except that Lessee retains the privilege to permit television and radio personnel to film and record highlights of the Show in the Venue for the purpose of giving publicity to the Show. Lessor shall not, without the prior written consent of Lessee, use or authorize any third party to use or otherwise employ the name of any licensed character or any licensed theme or storyline used in connection with the Show, including but not limited to the names "Walt Disney", "Disney", or the name or likeness of any famous Disney character, theme or storyline or any variation thereof, in advertising of any product or service other than the Show to be performed hereunder.

20. **SPECIAL PROMOTIONS:** Lessee shall have the right to engage in special promotions on opening night or in connection with other performances at which attendance may be weak if, in Lessee's judgment, such efforts will be mutually beneficial and may significantly increase gross ticket sales or total attendance or be advantageous from a goodwill and publicity point of view. Only those proceeds which Lessee actually retains in connection with such promotions will be included in the calculation of adjusted gross receipts.

21. **SPONSOR(S):** Lessee shall have the right to engage sponsor(s) for the Engagement hereunder and shall retain all revenue derived from any such sponsor(s). Lessor will cooperate with Lessee in regard to any such sponsor(s) to enable Lessee to fulfil its obligations under any sponsorship agreement entered into by Lessee.

22. **ON-SITE PUBLICITY:** Commencing at least five (5) weeks prior to the first performance of the Engagement, Lessor will cause the forthcoming Engagement of the Show to be advertised, without charge to Lessee, on all normally available advertising media at the Venue and on all public address systems of the Venue at times it reasonably deems appropriate. In any appropriate brochures sent out by Lessor and on any radio or television programs owned or controlled by Lessor. In addition, Lessor will include advertising with respect to such Engagement in any issue of a newsletter or any similar method of advertising distributed during the period ninety (90) days prior to the commencement of the Engagement and in any other issues thereof in which events for the upcoming year or season are advertised. Use of the name of the Show on all marquees and visual material shall be in such form and manner as is approved by Lessee and may not be abbreviated. If Lessor has a website, Lessor agrees to link to Lessee's website.

23. **COMPLIMENTARY TICKETS:** Complimentary tickets shall be limited to an amount consistent with good business practice (unless otherwise noted in paragraph 4) and shall only be issued when attached to forms furnished by Lessee.

24. **COMPLIANCE WITH RULES AND REGULATIONS:**

- (a) Lessee and Lessor shall comply with the applicable requirements of all laws, orders and regulations of federal, state, county, provincial and municipal authorities.
- (b) Lessee shall not paint, drill into or deface any part of the Venue facilities without Lessor's consent, which will not be unreasonably withheld.

25. **BUILDING ACCESS:** Lessor, its directors, servants, employees, and agents shall have free access to the Venue facilities upon presentation of passes issued to them by Lessor but only if actually working during the performance to which they request admission.

26. **SURRENDERING OF THE VENUE:** Upon the conclusion of the Engagement of the Show, or the early termination of this Agreement for any reason, Lessee shall quit and surrender the Venue to Lessor. Upon such quitting and surrender, the Venue shall be in the same condition as at the beginning of the Engagement, ordinary wear and tear, damage by fire, Act of God, or unavoidable casualty excepted. Representatives of Lessee and Lessor shall survey the Venue both before and after the Engagement to determine the extent of any damages resulting from the Engagement, with the same two (2) representatives

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from each party participating in both the pre and post walk-through. Any claims by Lessor for damages shall be verified by Lessee's representative and submitted for payment in accordance with paragraph 21. In the event the repair of any verified damages cannot be accomplished by Lessor's employees, Lessor shall obtain three (3) written estimates of the cost of such repairs and forward the same to Lessee.

27. **ADA COMPLIANCE:** Lessor warrants that Lessor and Venue currently comply with the provisions of the Americans with Disabilities Act of 1990 (the "ADA") to the extent that such provisions may apply. Lessor will defend, indemnify and hold harmless Lessee for and against any liability, penalty, fine, punishment, judgment, damage or claim, whether civil, administrative or otherwise, which may arise or be imposed in connection with Lessor's and/or Venue's failure or alleged failure to comply with the ADA.

28. **DELAY OR INTERFERENCE:** Lessor will not permit any use of the Venue which will delay any show performance or in any way interfere with Lessee's use of the Venue. Lessor will arrange for the clearance of the Venue floor and facilities, at no cost to Lessee, in sufficient time to permit Lessee to move-in in accordance with paragraph 1(a) above and to set up for each of its scheduled performances.

29. **FORCE MAJEURE:** Neither party shall be liable to the other party for the failure to perform any of the terms and conditions of this Agreement when such failure is attributable to an Act of God, by the government taking possession of the Venue or other government rules, regulations or actions, circumstances limiting the ability of the Show or its personnel to travel (such as, but not limited to, railroad, airline or bus strike or accident, severe weather conditions, act of terrorism, declaration of a national or state emergency, etc.) or by any other circumstances not under the control of such party. If any such event shall cause a delay but shall not be an independent reason for cancellation of an entire Engagement under this Agreement, the remaining performances of said Engagement shall be presented and this Agreement shall continue to be in full force and effect except as to the number of performances. If the performance is prevented by Lessor by reason of any labor disputes between Lessor and any of its employees or between Lessor and any other personnel it has agreed to provide under the terms of this Agreement, Lessee is hereby authorized to contract for the necessary labor required for the Engagement at Lessor's expense.

30. **ASSIGNMENT:** Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except that no such consent shall be required in the case of an assignment by Lessee to a corporation or other entity which owns or acquires substantially all of its stock or assets and carries on its business in substantially the same manner. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective permitted successors and assigns.

31. **NOTICES, CONSENTS OR APPROVALS:** Any notices, consents or approval required or permitted hereunder shall be properly given if in writing and personally delivered or forwarded by mail, postage prepaid, addressed to the following addresses (or such other addresses as may from time to time be designated in writing by either party):

To Lessee:

Ringling Bros.-Barnum & Bailey Combined Shows, Inc.
6607 Westwood Center Drive
Vienna, VA 22182
ATTN: Kelly A. Shea
Booking Director, North American Tours

To Lessor:

New Jersey Sports and Exposition Authority
60 State Route 120
East Rutherford, NJ 07073
ATTN: Ron VanDeVeen
Vice President and General Manager

32. **PROTECTION OF PROPRIETARY/CONFIDENTIAL INFORMATION:** Any non-public information that either party furnishes, directly or indirectly, to the other, including, without limitation, information in tangible or intangible form relating to and/or including trademarks, copyrighted or otherwise proprietary information of either party, financial and marketing information, negotiation strategy, business plans, contractual terms, budgets, mailing and customer lists, attendance figures, sales volume, customer data, current or prospective relationships with vendors or independent contractors, business policies or practices, and information received from others ("Confidential Information") shall not be disclosed, copied, reproduced or otherwise made available to any other person or entity without the consent of the owning party except as required under court order or the Freedom of Information Act (5 U.S.C. Section 552). Each party agrees to use its best efforts to maintain the confidentiality of the Confidential Information. Each party agrees that the other party ("Disclosing Party") is not liable for the disclosure of the Confidential Information which, after notice to and consultation with the party whose Confidential Information is at issue ("Non-Disclosing Party"), the Disclosing Party determines may not be lawfully withheld, provided the Non-Disclosing Party has been given a reasonable opportunity to seek a court order to enjoin disclosure.

33. **INDEPENDENT PARTIES:** The parties hereto are acting as independent contractors and independent employees. This Agreement is not intended to create, nor shall it be construed as creating, a joint venture or partnership.

34. **PRIVATE MANAGEMENT:** If Lessor is a private management company and if at any time during the term of this Agreement, Lessor ceases to be the operator for the Venue, Lessee shall have the right but not the obligation to terminate its Agreement by notifying Lessor who, in turn, shall notify the owner of the Venue as to Lessee's decision.

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35. **WAIVERS:** The delay or failure of either party to assert or exercise any right, remedy or privilege hereunder shall not constitute a waiver of any such right, remedy or privilege. No such waiver shall be effective unless in writing, and then only in the specific instance for which given.

36. **WRITTEN MODIFICATIONS:** This Agreement constitutes the entire understanding between the parties and may not be modified or amended orally but only by an instrument in writing signed by both parties.

37. **VALIDITY:** The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part hereof.


38. **HEADINGS:** All headings of paragraphs and sections used in this Agreement are for convenience purposes only.

39. **RESERVATION OF RIGHTS:** Any rights not specifically and clearly granted to Lessor in this Agreement are expressly reserved by and for Lessee.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective officers duly authorized as of the date first written above.

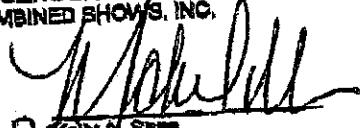
Lessor:

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By: 
George Zaffinger
Vice President and General Manager
George Zaffinger
President

Lessee:

RINGLING BROS.-BARNUM & BAILEY COMBINED SHOWS, INC.

By: 
FOR Michele D. Dick
Kelly A. Shea
Booking Director, North American Tours

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AMENDMENT TO AGREEMENT
(Please note any requested revisions here)

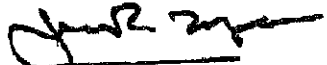
1. In reference to paragraph 3 (ADJUSTED GROSS RECEIPTS), group sales commissions and expenses are included in the advertising budget.
2. Paragraph 9(h) shall be revised as follows: "Provide sufficiently equipped office space in the Venue for the staff of Lessee for a period commencing one (1) day before the Engagement and ending upon completion of the Engagement, including the use of telephone service through the Venue switchboard. Lessee shall pay for its own long-distance calls."
3. In reference to paragraph 11 (ADVERTISING), Lessor is charged a four and one-half percent (4.5%) outside agency commission for any advertising placed through the Venue. This charge shall be included as part of the advertising budget.
4. In reference to paragraph 14(h), exceptions shall be made for the Toby Keith engagement (on-sale is December 1, 2007) and the Van Halen engagement (on-sale is December 3, 2007).
5. In reference to paragraph 17 (CONCESSION RIGHTS), an exception shall be made for Venue's standard entry and exit announcements.
6. In reference to paragraph 19 (BROADCAST RIGHTS AND TRADEMARK), Lessee shall be responsible for any costs associated with any recordings or broadcasts.
7. In reference to paragraph 21 (SPONSOR(S)), shall be subject to Venue's exclusive sponsors.

The foregoing amendments have been accepted and incorporated as part of the Agreement between NEW JERSEY SPORTS AND EXPOSITION AUTHORITY and RINGLING BROS.-BARNUM & BAILEY COMBINED SHOWS, INC. dated the 24th of October, 2007.

Lessor:

NEW JERSEY SPORTS
AND EXPOSITION AUTHORITY

By:


George Z. Finger
President

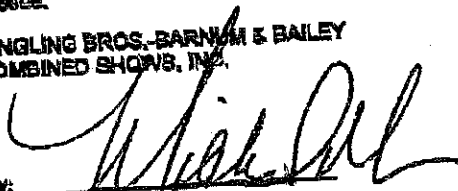
Date:

11/27/07

Lessee:

RINGLING BROS.-BARNUM & BAILEY
COMBINED SHOWS, INC.

By:


Michele D. Dick
Booking Director, North American Tours

Date:

11/27/07

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of October, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY and Shaandaar Sai Hospitality, LLC, 64 Longhill Road, Little Falls, NJ 07424 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Event: *Sa Re Ga Ma Pa Challenge 2007*
The Theater at Continental Airlines Arena
Date: Friday, November 30, 2007
Time: 8:00 pm – 11:30 pm
Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 30th day of November, 2007 and to the 1st day of December, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$20,000 plus expenses. The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

A non-refundable deposit of \$20,000 is due upon contract signing, but no later than October 12, 2007.

Letter of Credit/Cash Deposit

A) Rent & Expenses - Fifteen (15) days prior to the event, LICENSEE shall deliver to AUTHORITY an unconditional, irrevocable standby letter of credit (the "Letter of Credit") in a form issued by an approved American financial institution acceptable to AUTHORITY, naming AUTHORITY, as beneficiary or alternatively, at the LICENSEE'S election, a cash deposit, which Letter of Credit or cash deposit shall be in the amount of Seventy Five Thousand (\$75,000.00) Dollars. By its own terms, the letter of credit posted shall expire only upon the earlier of:

- a) notification by AUTHORITY – to the issuer of the Letter of Credit that AUTHORITY has been paid and / or received the entire License Fees and reimbursements of the Agreement for which it was posted.
- b) Ninety (90) days after the event

B) Consignment Tickets - Prior to the event going onsale, LICENSEE shall deliver to AUTHORITY an unconditional, irrevocable standby letter of credit (the "Letter of Credit") in a form issued by an approved American financial institution acceptable to AUTHORITY, naming AUTHORITY, as beneficiary or alternatively, at LICENSEE'S election, a Cash Deposit, which Letter of Credit or Cash Deposit shall be in the amount equal to the value of the number of tickets taken on consignment.

By its own terms, the letter of credit posted shall expire only upon the earlier of:

- 1) notification by Authority – to the issuer of the Letter of Credit that Authority has been paid and / or received any unsold tickets taken by consignment and credited back to the box office statement.
- a) Ninety (90) days after the event

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as stagehands, ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the AUTHORITY all indirect and direct costs of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the AUTHORITY undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

e. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>AREA</u>	<u>PRICE</u>
Floor	TBD
Lower Tier	TBD
Upper Tier	TBD

The ticket prices will include a \$2.00 facility fee, which the AUTHORITY will be entitled to retain.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

The AUTHORITY has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

f. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)

Suite 121, if unobstructed, shall be allocated to the LICENSEE. LICENSEE understands that suite 121 is obstructed view due to the event being held in the theater setup.

g. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: 25 tickets shall be allocated to the AUTHORITY per show.
LICENSEE: 1500 tickets

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per half hour plus expenses.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Sa Re Ga Ma Pa Challenge 2007

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE and the AUTHORITY, which insures all operations of the AUTHORITY and LICENSEE contemplated by this Agreement, and at the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any agents or performers and any contractors or sub-contractors retained by the LICENSEE. Coverage may be provided under one policy naming both AUTHORITY and LICENSEE as named insured or separate policies may be provided.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the AUTHORITY 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no AUTHORITY with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during

any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 70/30 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. 50 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be

appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of

this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

30. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

31. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 7:00 pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such

announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the AUTHORITY, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

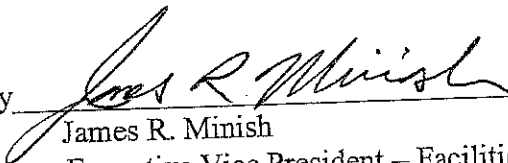
47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

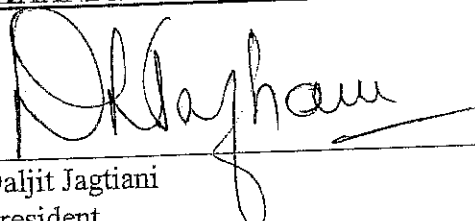
48. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish
Executive Vice President – Facilities

SHAANDAAR SAI HOSPITALITY, LLC

By  _____
Daljit Jagtiani
President

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of June, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Ardee Festivals NJ, Inc. at 650 Madison Avenue, New York, NY 10022 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Beyonce Concert

Date: August 3, 2007

Time: 7:30 pm – 10:30 pm

Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 3rd day of August, 2007 and to the 4th day of August, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Beyonce
Robin Thicke*

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 70/30 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSEE and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**
All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**
LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**
LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**
LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**
In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


47. **RELATIONSHIP**

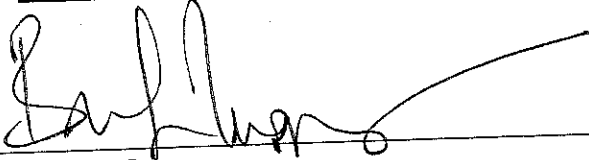
The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President – Stadium/Arena

ARDEE FESTIVALS NJ, INC
By 
Bruce Moran
President

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
First 10 Rows	\$250.75
Floor	\$125.75
Floor/Lower Tier/Upper Tier	\$99.75
Upper Tier	\$79.75
Upper Tier	\$59.75

The ticket price includes a \$2.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

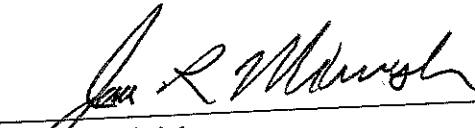
- A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.
- C. \$3.00 per ticket on suite tickets sold, net of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. **COMPLIMENTARY TICKET DISTRIBUTION**


The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President – Stadium/Arena

ARDEE FESTIVALS NJ, INC

By 
Bruce Moran
President

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of October, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Bowery Presents, 156 Ludlow Street, 5th floor, New York, NY 10002 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA; exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Evanesence Concert

Date: December 4, 2007
Time: 7:30 pm – 11:00 pm
Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 4th day of December, 2007 and to the 5th day of December, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$50,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED unless stipulated otherwise by LICENSOR.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Evanesence
Sick Puppies
Juice

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

LICENSOR has agreed to contribute \$2,500 towards Event advertisements made in the Aquarian to be placed by LICENSEE in its sole discretion.

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said

LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only. The merchandise deal shall revert to a 80/20 split from dollar one should a \$8.00 per cap be reached.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news

broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such

connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

*in conjunction with
licensee*

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

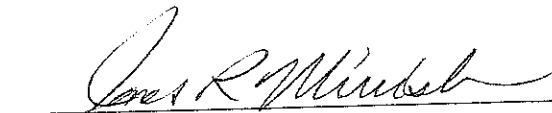
The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.


NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By


James R. Minish
Executive Vice President - Facilities

BOWERY PRESENTS

By


~~Jim Glaney~~
Randy Henner for Bowery Presents

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD – Theater Configuration

<u>Area</u>	<u>Price</u>
Floor/Lower Tier/Upper Tier	\$41.00

The ticket price includes a \$2.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

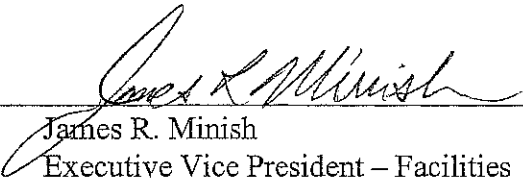
- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121, if unobstructed, shall be allocated to the LICENSEE. LICENSEE understands that Suite 121 may be obstructed view due to the Event being in the Theater configuration.
- C. \$3.00 per ticket on suite tickets sold, net of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

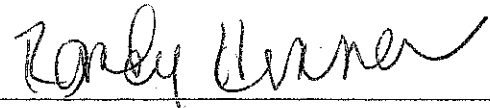
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

BOWERY PRESENTS

By 
~~Jim Glancy~~
Randy Henner for Bowery presents

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of August, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Classic Enterprises, LLC, 2586 Avenue Au Soleil, Gulfstream, FL 33483, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Andrea Bocelli

Date: December 8, 2007
Time: 8:00pm – 11:00pm
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 8th day of December, 2007 and to the 9th day of December, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$40,000 plus stagehands. Once the Gross Tickets Sales reach \$1,500,000 (net of taxes) plus any advertising cost over \$125,000, the AUTHORITY will receive the next \$20,000, LICENSEE shall receive the next \$50,000, AUTHORITY shall receive the next \$15,000 and LICENSEE shall be entitled to receive any amounts remaining.

The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges at box office only, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event,

operate the Event and move-out the Event. Authority retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the AUTHORITY all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by the AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the AUTHORITY undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

e. Ticket Prices & Configuration are as follows:

Net Capacity -- TBD

<u>Area</u>	<u>Price</u>
VIP	\$352.00
Floor/Lower Tier	\$277.00
Lower Tier	\$197.00
Upper Tier	\$127.00
Upper Tier	\$77.00

* The \$2.00 facility fee, which the AUTHORITY will be entitled to retain is included in the ticket prices above.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

The AUTHORITY has the right to hold an additional (TBD) seats for suite relocation for obstructed view suites due to production in sections 109, 110, 120 & 121. (TBD) of these seats are complimentary. The remaining seats are an option to buy for the suiteholders.

f. Suite Revenue Distribution is as follows :

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)

Suite 121 shall be allocated to the LICENSEE.

g. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: NO COMP SHOW.

LICENSEE: TBD

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Andrea Bocelli

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement (4.5% commission).

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the AUTHORITY 10 days in advance of the event. The policies shall also provide, and the certificate shall so note,

that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any

purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 70/30 with taxes and credit cards off the top.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting

to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement,

shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. The Authority will place approximately \$125,000 in advertising for the event and be reimbursed at settlement the night of the event. Advertising will be billed at a 4.5% Agency commission.

All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers,

agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 7:00pm

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain

such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suite or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

49. **PROGRAMS**

The AUTHORITY will place programs supplied by the LICENSEE on each patron's seat prior to the doors opening.

50. **OPEN PUBLIC RECORDS ACT**

The AUTHORITY will not release any box office or attendance figures to any entertainment papers such as Pollstar, Billboard, etc. Notwithstanding the above, due to the Open Public Records Act (OPRA), the AUTHORITY is required by law to release certain information if it is requested.

51. **ADVANCE FUNDS**

In the event that for any reason other than breach by the AUTHORITY that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the AUTHORITY all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the AUTHORITY, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the AUTHORITY from bringing direct action against the performers or the performer's entity for recovery.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President - Facilities

CLASSIC ENTERPRISES, LLC

By Frank Russo agent for Classic Enterprises, LLC
Frank Russo

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of October, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Ardee Festivals NJ, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

I. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Barry Manilow Concert



Date: December 10, 2007
Time: 8:00 pm - 11:00 pm
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 10th day of December, 2007 and to the 11th day of December, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of ~~50,000~~ plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.


\$55,000


If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. PAYMENT OF EXPENSES:

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. SERVICES TO BE PROVIDED BY THE LICENSOR:

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Barry Manilow

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. WATER

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. PARKING

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. CREDENTIALS

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. DEFACEMENT OF BUILDING

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. SIGNS AND POSTERS

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. ADVERTISING

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. OCCUPANCY INTERRUPTION

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

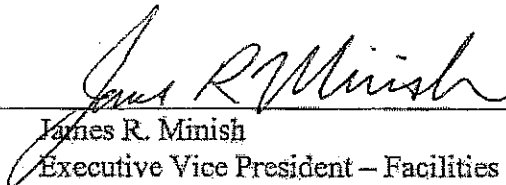
47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

ARDEE FESTIVALS NJ, INC

By 
Jason Miller

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$250.00
Floor/Lower Tier	\$189.00
Floor/Lower Tier	\$129.00
Lower Tier	\$89.00
Upper Tier	\$39.00
Upper Tier	\$9.99

The ticket price includes a \$2.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. SUITE REVENUE DISTRIBUTION

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.
- C. \$3.00 per ticket on suite tickets sold, net of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.


3. COMPLIMENTARY TICKET DISTRIBUTION

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By


James R. Minish
Executive Vice President – Facilities

ARDEE FESTIVALS NJ, INC

By


Jason Miller

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of October, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Bowery Presents, 156 Ludlow Street, 5th floor, New York, NY 10002 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Trans-Siberian Orchestra Concert

Date: December 15, 2007

Time(s): 3:00 pm – 6:00 pm

8:00 pm – 11:00 pm

Event Length(s): 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 15th day of December, 2007 and to the 16th day of December, 2007 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$120,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such

special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED unless stipulated otherwise by LICENSOR.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Trans-Siberian Orchestra

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event(s) at: 2:00 pm & 7:00pm

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in conjunction with licensee keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**


The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. **ADVANCE FUNDS**

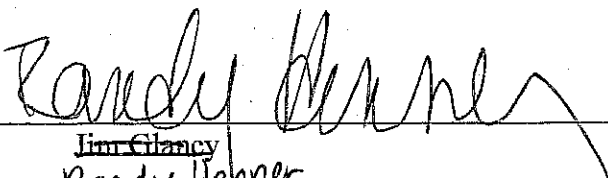
In the event that for any reason other than breach by the LICENSOR that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the LICENSOR all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the LICENSOR, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the LICENSOR from bringing direct action against the performers of the performer's entity for recovery.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

BOWERY PRESENTS

By 
Randy Henner
for The Bowery Presents

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD – Theater Configuration

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$62.00
Upper Tier	\$47.00

The ticket price includes a \$2.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.

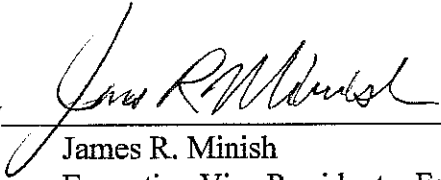
C. \$3.00 per ticket on suite tickets sold, net of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

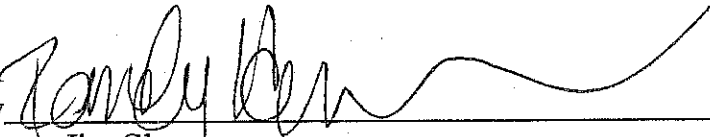
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

BOWERY PRESENTS

By 
~~Jim Glancy~~
Randy Hanner
for The Bowery Presents

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of October, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Event Services, Inc., a wholly owned subsidiary of World Wrestling Entertainment, Inc. P.O. Box 3857, 1241 East Main Street, Stamford, Conn. 06902 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

WWE presents SmackDown/ECW Live!

Date: December 27, 2007

Time: 7:30pm – 11:00pm

Event Length: 3 hours 30 minutes

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 am on the 27th day of December, 2007 and to the 28th day of December, 2007 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of 12.5% of gross admissions revenues, plus a flat expense fee of \$20,000. Gross admissions revenues shall be defined as the total amount derived from the sale of tickets less only the NJ State sales tax. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehands, insurance, credit card charges, phone charges, ASCAP/BMI Music License Fee, lights, sound, staging, valet service, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel (excluding stagehands) required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime

resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by LICENSOR.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total for groups of 15 or more on ticket prices \$35.00 and \$25.00 and 10% (ten percent) on 300 seats priced at \$50.00 and 300 seats priced at \$40.00.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1(b) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the Event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

WWE presents SmackDown/ECW Live!

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE and the LICENSOR, which insures all operations of the LICENSOR and LICENSEE contemplated by this Agreement, and at the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any agents or performers and any contractors or sub-contractors retained by the LICENSEE. Coverage may be provided under one policy naming both LICENSOR and LICENSEE as named insured or separate policies may be provided.

LICENSEE shall also obtain, at its own cost and expense, Worker's Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Worker's Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said

LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the Event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the Event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to

assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this Agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75% to WWE, Inc. 25% to ARAMARK.
ARAMARK to provide and pay for sellers. Taxes, bootleg security and credit cards off the top.

17. **BROADCAST RIGHTS**

LICENSOR grants all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSEE shall be responsible for any additional union labor or fees due to the broadcast.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost

and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSOR grants to LICENSEE the right to record, either visual or audio the event. LICENSEE shall be responsible for any additional union labor or fees due to filming, taping or recording the event. LICENSEE will negotiate the fees directly with Local 632.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, (other than existing building spots), or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not

be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said

building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the Event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted

by LICENSOR to enforce compliance with the Agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

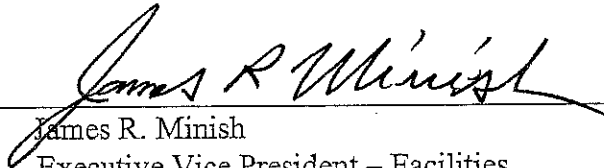
47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY  _____
James R. Minish
Executive Vice President – Facilities

EVENT SERVICES, INC.

BY  _____
Denis Sullivan
Vice President- Event Booking

EVENT SERVICES, INC.
STANDARD CONTRACT ADDENDUM

1. COMPLIMENTARY TICKETS

Complimentary tickets shall be under the exclusive control of Event Services, Inc a wholly-owned subsidiary of World Wrestling Entertainment, Inc. and shall be issued in an amount deemed necessary by Event Services, Inc. for the purpose of promoting this event. For the purpose of settlement, where permitted by law, complimentary tickets shall have a \$0 face value. *Notwithstanding the above, the licensor shall have the right to use up to 50 complimentary tickets at its discretion.*

2. PARKING

It is agreed that all venues with parking facilities shall provide free parking to Event Services, Inc. and World Wrestling Entertainment, Inc. talent and agents on a first come first serve basis upon presentation of appropriate Event Parking Permits.

3. TICKET MANIFEST

Licensor/Lessor shall provide Event Services, Inc. as soon as practicable, but in no case less than two weeks prior to the event, with a complete manifest setting forth the number of tickets for the event, ticket pricing and other related information.

4. CONCESSIONS

Neither the licensor/lessor nor his concessionaire shall sell its own souvenirs, novelty items, t-shirts, programs, DVD's, CD's or Videos at this event. Only official World Wrestling Entertainment, Inc. merchandise provided by World Wrestling Entertainment, Inc. shall be sold. Licensor/Lessor further acknowledge that no intermission will be held for Event Services Inc./World Wrestling Entertainment, Inc. Televised or Pay Per View events.

5. GROUP TICKETS

Group Sales will ~~be~~ be offered by the Licensor/Lessor with~~out~~ the prior approval of Event Services, Inc.

See Section 5(d) of venue contract.

6. CLUB SEATS/SUITES

No Club Seats or Suites are to be sold at premiums unless approved by Event Services, Inc.

7. ANCILLARY RIGHT

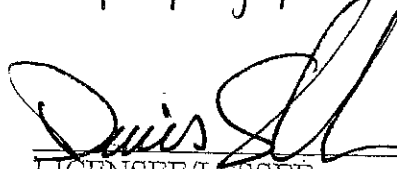
LICENSOR/LESSOR shall not cause or allow any person or entity to videotape, film, photograph, record, distribute, communicate, publish, transmit, broadcast, exhibit, or reproduce in any manner whatsoever for any media whatsoever whether now known or hereinafter devised ("Record") any activities surrounding the Event at the venue, which include, but are not limited to the following: set-up, staging, rehearsals, meetings, prerecording elements, the Event itself, and any other WWE-related activities during the term of the contract without the express prior written consent of WWE ("Protected Activities"). If LICENSOR/LESSOR directly or indirectly cause, or allow any person or entity to Record such Protected Activities, WWE shall be entitled to equitable relief and such other relief as any court of competent jurisdiction may deem just and proper.

LICENSOR/LESSOR certifies that the venue may be photographed, videotaped or otherwise recorded by WWE in connection with the Event. LICENSOR/LESSOR grants WWE the sole and exclusive right, including the right to authorize others, to use and incorporate any photographs and/or footage obtained at the venue, in connection with any exploitation, advertising, promotion and/or packaging, including but not limited to, publications, radio, television, home video or other motion picture programs or sound recordings ("Products") at such times and in such manner as WWE may elect in perpetuity throughout the world, and to publish and/or broadcast, exhibit and/or exploit and/or reproduce the same in any and all media, whether now or hereinafter known or devised. LICENSOR/LESSOR further acknowledges and agrees that WWE shall be under no obligation to use or exploit the photos and/or footage obtained at the venue; that LICENSOR/LESSOR shall not be entitled to any further payments, residuals, monies or other compensation arising out of WWE's exploitation of the photos and/or footage in any manner and that the photos and/or footage shall be the sole and exclusive property of WWE in perpetuity. In this regard, the photos and/or footage shall be deemed created for the benefit of WWE as a work made for hire as defined in the United States Copyright Act of 1976. *Notwithstanding the above, WWE agrees to comply with all payments of any recording made in the venue as per paragraph 18 of the venue contract.* JRM



LICENSOR/LESSOR

James R. Minish
Executive Vice President
Facilities



LICENSEE/LESSEE

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Ringside	\$75.00
Lower tier	\$50.00
Lower Tier	\$40.00
Lower Tier/Upper Tier	\$35.00
Upper tier	\$25.00

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold seats for suite relocation for obstructed view suites due to production. These tickets are complimentary.

2. SUITE REVENUE DISTRIBUTION

A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

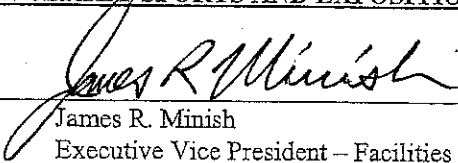
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSEE: 1% of capacity of which 50 tickets shall be allocated to the LICENSOR per show.

*Addendum annexed hereto is incorporated herein and subject to the terms of this agreement.

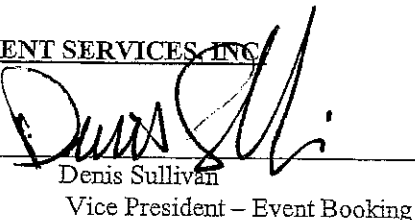
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By


James R. Minish
Executive Vice President – Facilities

EVENT SERVICES, INC.

BY


Denis Sullivan
Vice President – Event Booking

AGREEMENT AMENDMENT
2008 WORLD TOUR OF GYMNASTICS SUPERSTARS

Pursuant to paragraph E of Article XIII of the 2008 World Tour of Gymnastics Superstars agreement between the undersigned Venue and Arena Touring & Operations, LLC ("Agreement"), the Agreement is amended as follows ("Amendment"):

Paragraph D(6) of Article VIII (pertaining to 15% of Net-To-Split Proceeds), is deleted in its entirety and paragraph (7) (pertaining to Venue's National Advertising Share) is accordingly renumbered as paragraph "(6)."

Paragraph E of Article VIII is amended in its entirety to read as follows:

"E. Cross Collateralization Fund. The Net-To-Split Proceeds received by ATO from Venue, together with all Net-To-Split Proceeds received by ATO from all other "Arena Network" venues, as listed on the "arenanetwork.net" web site, shall be held by ATO in escrow ("Cross Collateralization Fund") to reimburse, on a pro rata basis, Arena Network venues, including Venue, for 50% of any excess of Event Expenses, Athlete Guarantees, Production Costs and ATO Overhead over revenues generated by such venue in connection with a Tour Exhibition. The balance, if any, remaining in the Cross Collateralization Fund after any such reimbursement, will be distributed to and retained by ATO."

Paragraph C of Article IX (pertaining to disbursement of remaining funds) is amended in its entirety to read as follows:

"C. Disbursement of Remaining Funds. Within 45 days after the last Exhibition on the Tour, ATO will make the following disbursements:

(1) The Cross Collateralization Fund will be disbursed, in the manner provided in Paragraph E of Article VIII.

(2) ATO shall determine whether and to what extent the sum of the net (after commission) national sponsorship money received and the aggregate Production Costs paid by Venue and all other Arena Network venues exceeded the aggregate of actual costs (other than local) of production of the Tour. Any such excess shall be distributed by ATO to Venue and all other Arena Network venues on a pro rata basis as a refund of Production Costs actually paid."

Capitalized terms not otherwise defined in this Amendment shall have the meaning given in the Agreement. Except as provided above, the Agreement remains in full force and effect and is incorporated herein by this reference.

THE PARTIES HAVE EXECUTED THIS AMENDMENT BY THEIR SIGNATURES SET FORTH BELOW.

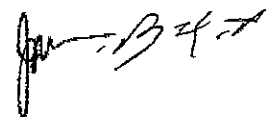
VENUE

By: James R. Minish Date: 9/9/03
Print Name: James R. Minish
Venue Name: F200 CENTER

ARENA TOURING
& OPERATIONS, LLC
By: Bradley Parsons
Manager
Date: 8/26/15, 2008

2008 World Tour of Gymnastics Superstars

This 2008 World Tour of Gymnastics Superstars Agreement (this "Agreement") is entered into this 4th day of ^{August} ~~2008~~, 2008, between Arena Touring & Operations, LLC, a California limited liability company ("ATO"), and New Jersey Sports & Exposition Authority, a public body corporate and politic ("Venue") and the operator of the facility known as ~~the IZOD Center~~ ^{the IZOD Center} located in East Rutherford, New Jersey (the "Facility").

the IZOD Center


I. Recitals

ATO, in conjunction with the Tour Producer, Edge Entertainment, Inc. ("Edge"), has offered to make available to Venue for presentation at the Facility an exhibition of star gymnasts, most of whom participated in the 2008 summer Olympics, as well as certain musical acts provided by Hollywood Records ("Exhibition"). The Exhibition will be part of a tour which ATO anticipates will consist of no less than 32 cities and venues ("Tour"). Venue desires, on the terms hereafter set forth, to schedule the Exhibition for appearance at the Venue as part of the Tour.

NOW, THEREFORE, in consideration of the matters recited above and the mutual promises set forth below, the parties hereto agree as follows:

II. ATO's Obligations

A. **Tour Production.** Except to the extent expressly set forth herein, ATO shall either directly or in conjunction with Edge, be responsible for all matters relating to the Exhibition and the Tour and all associated costs and expenses (other than those for which Venue is responsible, as indicated in Article III. Venue's Obligations), including the following:

- 1) the Exhibition format, script, theatrical lighting, costuming and music; and
- 2) production supplies for the Exhibition, including gymnastics equipment, floor decorations, and portable sound equipment; and

- 3) all costs of pre-Tour production and rehearsals, including facility and equipment rental, stagehands, catering, electricians, security and other labor; and
- 4) all air and ground travel, hotel accommodations and per diem arrangements for meals and refreshments; and
- 5) selection of the athletes, musicians and staff who are part of the Exhibition and the Tour; provided, however, that the artistic gymnasts who execute agreements agreeing to be on the Tour shall, except as a result of circumstances beyond ATO's control, include not less than : Paul Hamm; Morgan Hamm; Shawn Johnson; Chelsie Memmel; and various other gymnasts who were members of the 2008 Olympic Team; and
- 6) costs associated with the participating athletes', coaches' and staffs' involvement in the Exhibition and the Tour.

B. **Grant of License Regarding Tour and Athlete Identification.** ATO hereby grants to Venue the right and license to use, for the limited purpose of promoting and advertising the Exhibition or the Tour, 1) the name, image and likeness of all athletes and coaches participating in the Exhibition or the Tour and 2) each name, logo and trademark set forth in Appendix A or as otherwise agreed upon by the parties hereto (collectively, the "License"). The License does not include the right, without the prior consent of the athlete or coach, to use an athlete's or coach's name, image or likeness to indicate or imply that athlete's or coach's endorsement of any product, service or business entity.

C. **Promotion.** As part of the national advertising cost allocation to Venue (as stipulated in Article III. **Venue's Obligations. A. Budget.**) ATO will either directly or in conjunction with Edge:

- 1) Create television, print and media advertisements for the Tour that can be readily adapted to also advertise and promote the Exhibition; and
- 2) make such advertisements available to Venue for Venue's use in advertising and promoting the Exhibition and the Tour; and

- 3) assist Venue in the preparation of advertising and promotional material for the Exhibition and the Tour; and
- 4) provide single non-original masters of promotional black and white photos, color photos, slides, CDs, DVDs and videotapes of the items licensed to Venue above under the License as contemplated thereby.

D. **Insurance.** At no cost or expense to Venue, ATO will obtain and maintain insurance coverage for the Exhibition and the Tour in amounts of one million dollars (\$1,000,000.00) comprehensive general liability. ATO will name Venue as additional insureds on the policies evidencing that coverage and will provide Venue with certificates of insurance reflecting the same.

III. Venue's Obligations

A. **Budget.** Venue will submit to ATO, concurrently with execution of this Agreement, a budget of estimated expenses ("Venue Expenses") to be incurred by Venue in connection with the Exhibition ("Budget"). Venue Expenses shall include, but not be limited to, cash expenditure for marketing & advertising, Venues allocated share (ATO will provide an estimate for Budget preparation purposes) of national advertising ("National Advertising Share"), security, ushers, stage hands, medical, runners, catering, set-up, clean-up and all other costs directly related to the local production of the Exhibition. The Budget shall include the Athlete Guarantee, Production Costs and ATO Overhead, as those terms are hereafter defined, and Venue's best estimate of the Venue Expenses as of the date of this Agreement. The Budget is subject to approval by ATO, which approval shall not be unreasonably withheld. Venue will submit an updated Budget to ATO not later than 10 days prior to the Exhibition and major additional expenses may not be included without proper justification and prior written approval of ATO. *For clarity, Venue's advertising budget is \$65,000. (\$60,000 - local, \$5,000 national share)*

B. **Certain Facility Uses.** Venue will make the Facility available for use by ATO and Edge, to the extent and as and on the terms stated herein, for the Exhibition, at no additional cost to ATO or Edge, on the dates and at the times indicated in Appendix B. Venue shall make available at least the

following production items, areas or rooms to be used in conjunction with the Exhibition: Facility lighting, tables and chairs as reasonably requested, a hospitality room, a production room, an office, suitable for four (4) people for use by Tour representatives, separate training room, men's and women's dressing rooms, a press room and lockable storage. All arrangements for these rooms are subject to approval of ATO, not to be unreasonably withheld.

C. **Advertising.** Venue shall schedule and purchase advertising that promotes the Engagement, with Venue being required to make the cash expenditure for total advertising described in Part 1 of Appendix C valued at the minimum in measured media (including bartering or trading) described in Part 1 of Appendix C, which shall include, as a minimum, television, print, ambient media, transit, outdoor billboard, radio and group sales advertisements, certain related services by ATO to the extent agreed upon by ATO and national advertising and publicity (and Venue may, but is not obligated to, schedule and purchase advertisements promoting the Tour). All such advertisements and promotions, if directly promoting the Engagement or the Tour, shall be credited towards satisfaction of such cash expenditure requirements. From time to time following ATO's requests, Venue shall inform ATO of the status of such advertising (including the amount of such cash expenditures actually made and the associated value of measured media, along with the types of advertising to which such amounts pertain).

D. **Medical.** Venue will arrange for an emergency ambulance with certified EMT staff to be on standby during the Exhibition, training sessions, and rehearsals.

E. **Guarantees, Production Costs, Overhead.** Venue will pay guarantees to cover athlete compensation and certain Tour related production costs and ATO overhead related to the Exhibition, in accordance with Article VIII of this Agreement.

F. **Tickets.** Venue will assume responsibility for ticket printing, sales and distribution for the Exhibition. Venue shall provide top quality complimentary tickets for the Exhibition ("Comp Tickets") to ATO in a number to be requested by ATO but not to exceed [100] total tickets, at mutually

agreed locations and prices for use by athletes, Tour staff, ATO and its sponsors. Any ATO Comp Tickets not utilized by ATO will be released to Venue for public sale. Venue may use up to 100 Comp Tickets for its own purposes.

Venue shall use from its 100 comp ticket allotment, any complimentary tickets needed for suite relocates. Venue Comps do not include marketing Comps.

G. **Insurance.** Venue will obtain and maintain insurance coverage for the Exhibition naming ATO, Edge Entertainment, Inc. and ArenaNetwork, Inc., a California corporation as an insured party. The insurance coverage shall be comparable in all material respects to the insurance coverage that Venue obtains in the ordinary course of its business for events at the Facility of the same general size and nature of the Exhibition.

John B.H.

H. **Music Licensing.** At no cost or expense to ATO, venue will be solely responsible for securing the rights to use all music or other copyrighted work and complying with all applicable collective bargaining agreements covering musicians appearing on the Tour. Any music licensing fees paid by Venue shall be included as a show cost.

John B.H.

IV. Merchandising

ATO shall retain all rights to the creation and vending of Tour merchandise, including the Tour program book ("Merchandise"). Venue will provide personnel to stock, display and sell such Merchandise at the Facility during the Exhibition and shall provide complete sales and inventory reconciliation at the conclusion of the Exhibition. Venue shall retain and remit to the appropriate taxing authority any sales tax due from the sale of Merchandise. Venue shall retain ~~10%~~ ^{15%} of the revenue received from such merchandise sales that are sales of DVD or CD recorded video or audio products and 25% of the revenue received from the remainder of such merchandise sales (in each case calculated after deducting all related sales taxes and Credit Card Fees actually imposed upon and paid by Venue), and Venue shall pay the remaining balance of such revenue to ATO or ATO's designated representative, on or before the first business day following the Engagement, by wire transfer of immediately available funds.

John B.H.

V. Sponsorship

A. Ownership. ATO owns all commercial rights associated with the Tour, including the right of third parties to identify themselves as sponsors of or suppliers to the Tour or the Exhibition. All revenue received by ATO from national or regional sponsorship of the Tour shall be retained by ATO to help offset the costs of producing the Exhibition and the Tour.

B. Local Sponsors. ATO hereby grants to Venue the exclusive right to solicit and sell to third parties the right to be sponsors or suppliers of the Exhibition solely in Venue's specific market ("Local sponsorships"); provided, however, that:

(1) No company whose primary business involves any of the product/service categories identified in Appendix D may be designated as a sponsor or supplier of the Exhibition. ATO reserves the right to amend the categories identified in Appendix D from time to time during the term of this Agreement following ATO's written notice to Venue thereof; provided, however, that such amendments shall not require Venue to change its relationship or agreement with any such sponsor or supplier previously authorized by ATO.

(2) Each such sponsor or supplier must be approved in writing by ATO prior to the time Venue grants any right to such person to be a sponsor or supplier. Such approval will not be unreasonably withheld, but Venue understands that there are some sponsors, suppliers or categories (e.g., tobacco, alcohol, gambling, etc.) that may be so inconsistent with the image of the sport of gymnastics as to be unacceptable. Furthermore, Venue understands that ATO may withhold its approval in any situation where a sponsor or supplier proposed by Venue is in conflict with a sponsor or supplier of ATO or the Tour.

(3) Without limiting the generality of Venue's exclusive rights above, if ATO is approached by, or approaches, a person that desires to become a local sponsor or supplier of the Exhibition solely in Venue's specific market, then ATO shall inform Venue of such person and cooperate with Venue in Venue's attempts to enter into an agreement with such person relating thereto.

VI. Broadcasting

ATO shall retain all broadcast rights (including all rights to broadcast revenue) associated with the Exhibition and the Tour and shall be solely responsible for all costs associated therewith. As part of its promotional efforts, Venue may, however, solicit local news coverage of the Exhibition. The terms and conditions under which local broadcasters may be granted access to the Exhibition or rehearsal are set forth in Appendix E.

VII. Event Name

Included among the marks owned by ATO is the name of the Tour as identified in Appendix A. No other name may be used by Venue to advertise, promote or identify the Tour unless that name has been approved by ATO in advance of its use by Venue. As an example and not by way of limitation, Venue shall have no right to use and shall not use any logo of or representation that the Exhibition is sponsored or sanctioned by the US or International Olympic Committee, the US Olympic Gymnastic Team, the United States Association of Gymnastics or the 2008 Olympics.

VIII. Payment Terms

A. Guaranteed Athlete Compensation. Venue shall guarantee payment of \$50,000 for athlete compensation ("Athlete Guarantee"). The Athlete Guarantee is payable regardless of whether the Exhibition at the Venue is profitable, is not subject to reduction, whether because of the non-appearance or substitution of an athlete or otherwise, and shall be paid as follows:

- 1) First Payment. Concurrently with the execution of this Agreement, Venue shall pay to ATO \$25,000.
- 2) Payment of Balance. Venue shall pay to ATO the balance of the Athlete Guarantee as part of the settlement described in Paragraph D below.

B. ATO Overhead. Venue shall pay to ATO, concurrently with the execution of this Agreement, \$9,500 for ATO overhead in connection with the Exhibition.

C. **Production Costs.** Venue's share of production costs at the Facility is \$15,000 ("Production Costs"). This amount may be subject to reduction based on allocation of national sponsorship dollars and ATO will, at time of final settlement in accordance with Article IX below, notify Venue of the amount of any such reduction. Production Costs are payable as provided in Paragraph D(2) below .

D. **Settlement Payments to ATO.** The following amounts are payable to ATO's designated Tour representative on the evening of the Exhibition or by wire transfer to ATO on the next business day after the Exhibition:

- (1) The \$25,000 balance of the Athlete Guarantee;
- (2) The \$15,000.00 Production Cost;
- (3) \$1.00 per paid ticket in excess of 3500 tickets sold , for the ATO Future Tour Development Fund and staff incentives] (this is not part of Venue Expenses);
- (4) \$2.00 per paid ticket in excess of 4500 tickets sold ("Athlete Bonus");
- (5) 50% of the Net-To-Split-Proceeds;
- (6) 15% of "Net-To-Split Proceeds ("Escrow Deposit"); and
- (7) Venue's National Advertising Share.

The term "Net-To-Split Proceeds" means (i) revenue from ticket sales plus 85% of Local Sponsorships (Venue retains 15% as a commission), (ii) less the sum of: the Athlete Guarantee; the Athlete Bonus; Production Costs; ATO Overhead; and Venue Expenses (as defined in Article III, Paragraph A).

E. **Cross Collateralization Fund.** The Escrow Deposit described in Paragraph D (6) above shall be retained by ATO, together with the same percentage of Net-To-Split Proceeds obtained from "Arena Network" venues, as listed on the "arenanetwork.net" web site, plus the Wachovia Center (Philadelphia), San Diego Sports Arena (San Diego, CA), Broomfield Events Center (Broomfield, CO), and Allstate Arena (Rosemont, IL), other than Venue ("Other Venues"), shall be held by ATO in escrow ("Cross Collateralization Fund") to reimburse, on a pro rata basis, Other Venues, for any excess of

Event Expenses, Athlete Guarantees, Production Costs and ATO Overhead over revenues generated by such Other Venue in connection with a Tour Exhibition at such Other Venue. The balance, if any, remaining in the Cross Collateralization Fund after any such reimbursement, will be distributed by ATO pro rata to Venue and Other Venues in accordance with Article IX of this Agreement.

IX Settlement

A. **Box Office Statements.** Venue shall provide to ATO copies of advance sales reports on a weekly basis upon commencement of ticket sales and shall further provide Venue's box office statements and settlement statement ("Settlement Statement") within 2 hours following the conclusion of each Exhibition.

B. **Review of Records and Statements.** ATO reserves the right to review Venue's financial records associated with the Exhibition, before any payments are made under this Article IX, at ATO's expense. Such review may be conducted by a certified public accountant. Such review shall be conducted following reasonable notice during normal business hours at Venue's primary office. Provided, however, that if such audit reveals discrepancies totaling 5% or more of the amounts payable by Venue to ATO pursuant to Article VIII and as indicated in the Settlement Statement, Venue shall be responsible for all cost of the audit which costs may be deducted from any amounts payable under this Article IX.

C. **Disbursement of Remaining Funds.** Within 45 days after the last Exhibition on the Tour, ATO will make the following disbursements:

(1) The Cross Collateralization Fund will be disbursed, in the manner provided in Paragraph E of Article IX, to Other Venues, if any, which had an excess of expenses over revenues. The balance, if any, of the Cross Collateralization Fund will be disbursed to Venue and all Other Venues in proportion to their Escrow Deposits.

(2) ATO shall determine whether and to what extent the sum of the net (after commission) national sponsorship money received and the aggregate Production Costs paid by Venue

and all Other Venues exceeded the aggregate of actual costs (other than local) of production of the Tour. Any such excess shall be distributed by ATO to Venue and all Other Venues on a pro rata basis as a refund of Production Costs actually paid .

X. Exclusivity

During the period commencing on the date hereof and ending on the date of the last exhibition of the Tour, Venue will not promote, have tickets on sale or otherwise participate in conducting any exhibitions or competitions featuring gymnastics, unless Venue does so pursuant to a written agreement with ATO.

XI. Indemnification

A. Venue agrees to indemnify, defend and hold harmless ATO, its officers, directors, trustees, employees, agents, officials, coaches and athletes from and against any and all expenses, damages, claims, suits, actions, awards, reasonable outside attorney fees and liabilities arising out of or in any way related to 1) Venue's breach of this Agreement or 2) the conduct (including negligence), activities or performance of any employee, agent, officer or director of Venue in connection with the Exhibition.

B. ATO agrees to indemnify, defend and hold harmless Venue, its officers, directors, trustees, employees, agents and officials from and against any and all expenses, damages, claims, suits, actions, awards, reasonable outside attorney fees and liabilities arising out of or in any way related to 1) ATO's breach of this Agreement, 2) the conduct (including negligence), activities or performance of any employee, agent, officer or director of ATO or of any athlete or other participant in connection with the Exhibition or the Tour or 3) any use, reuse, broadcast or publication of video or still images of or involving any athlete or other participant in the Exhibition or the Tour (except to the extent any such use, reuse, broadcast or publication was by Venue in violation of this Agreement).

XII. Representations and Warranties

A. Representations and Warranties of Venue. Venue hereby represents and warrants to

ATO as follows:

Venue was created and exists as a public body corporate and politic constituting an instrumentality of the State of New Jersey under Chapter 137 of the Laws of New Jersey of 1971.

1)

~~Venue was created and exists as a public body corporate and politic constituting an instrumentality of the State of New Jersey under Chapter 137 of the Laws of New Jersey of 1971.~~
~~standing under the Laws of the State of New Jersey.~~

2)

The execution, delivery and performance of this Agreement have been duly approved by the officials of Venue authorized to do so, and this Agreement constitutes a valid and binding agreement of Venue enforceable in accordance with its terms.

3)

The execution, delivery and performance of this Agreement by Venue do not conflict with the Articles of Incorporation or Bylaws of Venue or any agreements to which Venue is a party.

4)

There is no litigation, proceeding or investigation threatened or pending before any forum, court or administrative agency which pertains to the rights which are the subject of this Agreement of which Venue has knowledge or constructive notice.

5)

No covenant, representation or warranty made by Venue or any statement furnished by Venue hereunder contains any untrue statement or omission of material fact.

6)

Venue has the corporate power and ability to enter into and fully perform all of the terms and conditions of this Agreement as those terms and conditions relate to it.

B. Representations and Warranties of ATO. ATO hereby represents and warrants to Venue as follows:

- 1) ATO is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.
- 2) The execution, delivery and performance of this Agreement have been duly approved by the officials of ATO authorized to do so, and this Agreement constitutes a valid and binding agreement of ATO enforceable in accordance with its terms.
- 3) The execution, delivery and performance of this Agreement by ATO do not conflict with the Articles of Organization or Operating Agreement of ATO or any agreements to which ATO is a party.
- 4) There is no litigation, proceeding or investigation threatened or pending before any forum, court or administrative agency which pertains to the rights which are the subject of this Agreement of which ATO has knowledge or constructive notice.
- 5) No covenant, representation or warranty made by ATO or any statement furnished by ATO hereunder contains any untrue statement or omission of material fact.
- 6) ATO has the corporate power and ability to enter into and fully perform all of the terms and conditions of this Agreement as those terms and conditions relate to it.
- 7) ATO has all necessary right and power to grant the License and the rights relating thereto.

XIII. General Provisions

A. Waiver. The failure of either party hereto at any time to demand strict compliance by the other with regard to any of the terms, covenants or conditions of this Agreement shall not be construed as a continuing waiver or relinquishment of any rights granted by this Agreement. Each party hereto

may at any time demand strict and complete performance by the other of the terms, covenants and conditions of this Agreement.

B. Disagreements/Arbitration. Unless the parties mutually agree otherwise, all claims, disputes, and other matters in question arising out of or relating to this Agreement shall be decided by arbitration in accordance with the Commercial Rules of the American Arbitration Association then in force. The arbitration hearing, if any, shall take place in ~~Los Angeles, California~~ ^{Indianapolis, Indiana} or at such other location as mutually agreed upon by the parties. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final and judgment may be entered thereon in accordance with the applicable law in any court having jurisdiction over the arbitration. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Any demand for arbitration must be made within one (1) year after the claim, dispute or other matter in question has arisen.

The prevailing party in any arbitration or proceeding regarding this Agreement may, at the discretion of the Arbitrator as part of his/her award, be reimbursed by the losing party for the prevailing party's reasonable attorneys' fees and costs incurred in such arbitration or proceeding. The award rendered by the Arbitrator shall be final and judgment may be entered thereon in accordance with the applicable law in any court having jurisdiction over the parties.

C. Assignment. The rights and obligations created by this Agreement are exclusive and shall not be transferred or assigned except by written agreement by both Venue and ATO. Any purported transfer or assignment not permitted by this Section shall be void.

D. Scope of this Agreement. This Agreement constitutes the entire agreement between Venue and ATO regarding the subject matter hereof and supersedes all prior written or verbal understandings, agreements or commitments between the parties hereto regarding such subject matter.

E. Cancellation, Modification and Amendment. No part of this Agreement shall be cancelled, modified or amended except by written agreement of both Venue and ATO.

F. Notice. The parties hereto agree that all notices, demands and statements required to be given under this Agreement shall be sent by registered or certified mail, express mail, telegraph, cablegram, facsimile or other form of delivery which creates a permanent record of receipt as follows:

If to Venue: Ron Van De Veen
1700 Cedar
50 State Route 120
East Rutherford, NJ 07043

If to ATO: 32129 Lindero Canyon Road, Suite 105
Westlake Village, California 91361
Attention: Bradley Parsons

or to such other address as the party to whom such communication is to be given may have furnished to the other party in accordance herewith.

G. Binding Nature. All of the terms of this Agreement shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective permitted assigns and successors and all other persons claiming by, through or under the parties hereto.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement.

I. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then each remaining provision of this Agreement shall nonetheless remain in full force and effect.

J. Headings and Interpretation. The headings of the sections and paragraphs in this Agreement are for convenience only and do not affect the construction or interpretation of this Agreement. Except as may otherwise be expressly provided herein, the following rules of interpretation apply to this Agreement: 1) the singular includes the plural, and the plural includes the singular; 2) "or" and "any" are not exclusive; and 3) "includes," "include," "included" and "including" are deemed to be followed by the words "without limitation.". (4) the term "person" includes any individual, trust,

corporation, partnership, limited liability company, joint venture, other business association or entity, court or other tribunal, government or governmental body, division, agency or other governmental unit; (5) the words "hereby" and "hereunder" and variations thereof refer to this Agreement as a whole and not merely to the specific section or clause in which any such word appears; (6) "Affiliate" means, with respect to any particular person, any other person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such person, whether by ownership or control of voting securities, by contract or otherwise; (7) references herein to a Section are to a section of this Agreement; (8) all dollar amounts are expressed in United States dollars and shall be paid in cash in United States currency; and (9) each Appendix and Rider hereto is a part of this Agreement and incorporated herein.

K. Third Party Beneficiaries. This Agreement shall not inure to the benefit of, or create any right or cause of action in or on behalf of, any person other than ATO and Venue.

L. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of ^{New Jersey} ~~California~~, without giving effect to principles of conflicts of law.

M. Force Majeure Event. If the performance of any of the terms or provisions of this Agreement (other than the payment of monies) shall be frustrated, delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, act of God, or any other reason whatsoever that is not within the control of the party hereto whose performance is interfered with and which in the case of each of the foregoing, by the exercise of reasonable diligence or efforts, said party is unable to prevent (a "Force Majeure Event"), then the party whose performance is so interfered with may, at its option, suspend such affected performance (other than the payment of monies) while (but for only so long as) such Force Majeure Event continues to be the cause of interference and such party continues to use its commercially reasonable efforts to fully perform, whenever and to whatever

extent reasonably practicable under the circumstances (including through the use of alternate sources or dates, workaround plans or other means).

* * * * *

The signatures of the authorized representatives of Venue and ATO shall constitute Venue's and ATO's acceptance of the terms and conditions contained in this Agreement as set forth herein.

ARENA TOURING & OPERATIONS, LLC

By: [Signature]
Title: President

New Jersey Sports & Exposition Authority
~~NEW JERSEY SPORTS & EXPOSITION AUTHORITY~~

[Signature]
By: JAMES R. MINISH
Title: Executive Vice President

APPENDIX A
LICENSED MARKS

*[ATO to complete, also include name of Tour]

APPENDIX B

DATES AND TIMES OF EXHIBITION/USE OF FACILITY

[ATO and Venue to list details of date and time(s) for Exhibition, pre- and post-Exhibition use of and access to Facility (or portions of Facility)]

ATO, its agents, contractors and subcontractors is entitled to use and occupy the Venue from 9:00 a.m. on the 25th day of October, 2008 and to the 26th day of October, 2008 at 3:00 a.m., for the purpose of loading in, installing equipment, preparing the Venue and equipment for use, packing and removal of equipment afterwards or such other purposes as are reasonably related to the use for which ATO, its agents, contractors and subcontractors is being allowed to use the Venue. In no event shall ATO, its agents, contractors or subcontractors enter and use any area, part, service or facility of the Venue without first obtaining the prior approval of the Venue Manager or its designate.

Exhibition Date & Time - October 25, 2008 - 3:00 pm
I700 Center




APPENDIX C

VENUE BUDGETPart I:

The cash expenditure for all marketing (which includes advertising but is exclusive of group sales commissions) is \$ \$65,000, which for promotional expenditures shall be valued at an overall average minimum of at least a ratio of 3 to 1 benefit to Venue in measured media (including bartering or trading). See below.

*[To be completed]

- * The Venue marketing budget is \$65,000. \$60,000 will be used as local marketing and \$5,000 is Venue's contribution towards the National Advertising Share.
 - * The Venue uses an outside advertising agency to place ads for Venue. The advertising agency charges the Venue a 4.5% commission for placing such ads. This commission will be included as part of the overall advertising budget. Marketing/Advertising expenses to be settled at Gross (includes 4.5% outside agency commission).
 - * The Venue facility fee is \$3.00. The Venue shall be entitled to keep such revenues.
 - * New Jersey State Sales tax is 7%. This is applicable for all ticket sales for the Exhibition.
 - * Venue to receive a 10% group sales commission for the Exhibition on groups of 15 or more. Group sales commissions shall be ^{Venue} an Exhibition Expense and not part of the Venue's Marketing budget.
- 

Budget



OFFER IZOD Center

Artist: **2008 World Tour of Gymnastics Champions**
 Facility: **IZOD Center** City: **E. Rutherford, NJ** Printed at: **8/7/2008 17:13**
 Show Date: **Oct-25-08** Configuration: **360**
 Prepared By: # of Shows: **1**

Box Office							
	Capacity	Kills	Comps		Available	Price	Gross
VIP	92				92	\$ 128.00	\$ 11,776.00
Price Level 2	934		50		884	\$ 62.50	\$ 72,980.00
Price Level 3	5,248		200		5,048	\$ 52.50	\$ 264,915.00
Price Level 4	4,336		50		4,286	\$ 42.50	\$ 182,155.00
Price Level 5	1,116				1,116	\$ 32.50	\$ 36,270.00
Price Level 6					-		\$ -
Suites	466		466		-		\$ -
One Show	12,190	-	766	-	11,424	\$ 49.72	\$ 568,048.00
						Avg. Net \$ 49.67	
Total Shows	12,190	-	766	-	11,424		568,048

Expenses	Budget	Comments	Potential Show Earnings
Advertising	\$ 65,000		Gross Receipts \$ 568,048.00
Artist Sound & Lights	\$ 15,000		less: Fac. Fee \$ 3.00 \$ (34,272.00)
ASCAP/BMI			less: Tax 1 7.0% \$ (34,919.79)
Box Office/Ticketing	\$ 750		less: Tax 2 0.0% \$ -
Catering	\$ 7,245		Net Gross Receipts \$ 498,854.21
Cleaning	\$ 4,202		Total Expenses \$ (241,087.44)
Conversion/Tradesmen	\$ 11,187		Promoter Profit \$ -
Dressing Room/Furniture	\$ 1,279		Net Show Receipts \$ 257,766.77
Additional Artist Guarantee	\$ 13,848	Based on Sell Out as above	
Electricians			
Equipment Rental			
Fire / Medical	\$ 1,200		
Forklifts			
Insurance	\$ 2,856	\$.25 per head	
Miscellaneous	\$ 250	T1 Line	
Group Sales Commissions	\$ 7,644	10% - based on 2004 Sales	
N.J. State Police	\$ 2,850		
Private Security			
Production Manager			
Runners	\$ 500		
Security	\$ 5,993		
Spotlights 4 @ \$75.	\$ -		
Staffing - Other			
Stagehands	\$ 22,104	Includes Spotlights	
Staging			
Support #1			
Support #2			
Transportation			
Telephones - Line Cost	\$ 300		
Telephones - Long Distance		Actual Usage	
Ushers & Takers	\$ 4,513		
Rent (if Fixed)			
Other	\$ 9,500	ATC Overhead	
Other	\$ 650	Ambulance & Medical Supplies	
Other	\$ 50,000	Artist Guarantee	
Total Fixed Costs	\$ 226,870		
Variable Costs:		% Min. Max.	
Rent (if Variable)	\$ -	0.00%	
ASCAP/BMI	\$ 1,746	0.35%	
Credit Cards 2.5% of 70%	\$ 12,471	2.50%	
Insurance	\$ -	0.00%	
Box Office/Ticketing	\$ -	0.00%	
Other	\$ -	0.00%	
Total Costs	\$ 241,087	2.85%	
Additional Notes:			
Advertising Breakdown		There is a 4.5% Commission for all advertising through IZOD Center (outsourced advertising agency).	
Print			
Radio			
TV			
Other	\$ 65,000		
Total Advertising	\$ 65,000.00		

*Estimated Expenses based on estimated attendance of 7,300

APPENDIX D

PRODUCTS/CATEGORIES RESTRICTED FROM LOCAL SPONSORSHIP

*[ATO and Venue to complete]

See attached Venue Exclusive Sponsorship List

A handwritten signature in black ink, appearing to be a stylized name, located on the right side of the page.

NJSEA Marketing Partnerships, IZOD Center, Product Category, Permanent Sales & Advertising Exclusivity, July 2008

- | | |
|--------------------------|--|
| 1. Anheuser Busch | Non Exclusive, beer/malt beverage |
| 2. Benihana | Exclusive, sushi & related food items |
| 3. Carvel | Exclusive, soft serve, hard pack, novelty ice cream |
| 4. Dale & Thomas Popcorn | Exclusive popcorn, Stadium, Sold on Carts at IZOD CENTER |
| 5. Dunkin Donuts | Exclusive, hot brewed coffee |
| 6. Famous Famiglia | Pizza |
| 7. IZOD CENTER | Exclusive, Naming Right Sponsor and Apparel Sponsor |
| 8. Hebrew National | Hot dogs, deli meats |
| 9. Horizon Blue Cross | Exclus. Stadium/IZOD CENTER, health insurance |
| 10. Mrs. Fields | Exclusive, cookies & brownies |
| 11. New Jersey Lottery | |
| 12. J&J Pretzel | Exclusive soft pretzel |
| 13. Pepsi-Cola | Exclusive carbonated soft drink, isotonic, flavored water, sparkling water and vitamin water |
| 14. Premio Sausage | Exclusive provider of Italian Sausage |
| 15. The Record | |
| 16. Snapple | Exclusive, ice tea products |
| 17. Star Ledger | |
| 18. Vonage | Exclusive, digital phone service and standard (i.e., land line) phone service |

APPENDIX E

CERTAIN TERMS AND CONDITIONS REGARDING LOCAL BROADCASTS

*[AFC and Venue to complete]

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of October, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Motor Sports, Inc., 4255 Meridian Parkway, Aurora, IL 60504 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Monster Jam

Date(s) & Times(s):

January 31, 2008 – Load In

February 1, 2008 – 7:30 PM

February 2, 2008 – 2:00 PM & 7:30 PM

Event Length(s): 2 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 31st day of January, 2008 and to the 3rd day of February, 2008 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present proof of such contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

d. **SPACING:** It is agreed that LICENSOR will not allow the performance of any motor sport event, or any show or exhibition having motor sport vehicles included in it, for a period commencing ninety (90) days prior to the Event hereunder and ending ninety (90) days after the Event. LICENSOR agrees that if any motor sport event is scheduled after the periods indicated, LICENSOR will not, without LICENSEE'S prior written consent, advertise or publicize performances of any such event until after this Event. Should LICENSOR breach or threaten to breach any of the foregoing provisions of this paragraph, LICENSEE shall be entitled to injunctive and such other equitable relief as may be appropriate for such breach or threatened breach.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, LICENSOR and LICENSEE shall split the gross admission proceeds as follows:

Gross Admission Proceeds of \$500,000 or less

85% to LICENSEE
15% to LICENSOR

Gross Admission Proceeds of \$500,001 or greater

90% to LICENSEE
10% to LICENSOR

Gross Admission Proceeds shall be defined as the total sum of all tickets sold less the 7% New Jersey State Sales tax on tickets. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the New Jersey Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and approved expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall be responsible for payment of Operations (stagehands, electricians, plumbers, carpenters, laborers, etc.) for the removal and installation of ice and hockey dasher boards, Per Diem Staff (Security, Admissions, Box Office, Medical, Multimedia, Fire Department, etc.), Cleaning, Event Supervision, New Jersey State Police, miscellaneous supplies (paint for ice, ambulance, etc.), set up fees and utilities and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

LICENSEE will be required to pay for advertising, insurance, credit card costs, stagehand labor (spotlight operators), sound board operator, video board operator, back of house medical needs, high speed internet (\$250 installation and \$75 per additional day of use) backstage stage and barricade security (if other than house security), dressing room furniture, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI/SESAC Music License Fees, hospitality, catering, sound check or event parties, transportation and any other event related cost.

LICENSOR will provide to LICENSEE a written estimate outlining anticipated building costs and expenses no less than fourteen (14) days prior to event. A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

LICENSOR agrees to immediately notify LICENSEE'S representative of any purported damages to the Venue for which LICENSOR claims reimbursement from LICENSEE prior to any repairs being made or authorized by LICENSOR or its agents.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, diamond vision and matrix boards, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, police, front of house medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the reasonable approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies at LICENSEE'S request, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets** at LICENSEE'S request, it will be reimbursed at a rate of 10% (ten percent) of sales total on groups of 20 or more. This has been agreed to by both parties for the Event.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Monster Jam

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE and the LICENSOR, which insures all

operations of the LICENSOR and LICENSEE contemplated by this Agreement, and at the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors in contract with the LICENSEE. Coverage may be provided under one policy naming both LICENSOR and LICENSEE as named insured or separate policies may be provided.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. COMPLIANCE WITH LAWS AND REGULATIONS

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the

management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand. As defined on page one LICENSOR will remit sales tax of 7% and all additional taxes will be the responsibility of LICENSEE.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there. LICENSEE does not agree to grant the foregoing indemnity to LICENSOR in cases where claims for loss, injury or damage to persons or property occur as a result of the negligence or willful misconduct of LICENSOR.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such agreed upon settlement items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after final settlement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR reasonably deems it necessary

for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall settle separately with ARAMARK (the exclusive merchandiser of the LICENSOR) after the Event, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75% to LICENSEE/ 25% to LICENSOR with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85% to LICENSEE/ 15% to LICENSOR on CD's and DVD's only.

17. **BROADCAST RIGHTS**

Notwithstanding the foregoing, it is expressly understood and agreed that Licensee shall retain all television and video recording rights, including without limitation, the right to produce a video (or recording of any type whatsoever, including a home video for resale purposes) composed in whole or in part of the Event's activities; and the Licensor grants Licensee the right to show the Venue and Licensed space in any such recording or video without any further compensation to Licensor. The Licensor has the right to require advance payment to the Licensor of any estimate related costs to be incurred by Licensor.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

Notwithstanding the above, LICENSEE permits LICENSOR to use photographs and video material for in house promotional uses only.

18. **RECORDING**

Both parties agree that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. Written approval from the LICENSOR is deemed to be granted upon execution of this agreement. Should LICENSEE choose to exercise its recording privileges, it is agreed that LICENSEE will be responsible for paying any increased labor costs incurred as a result of such recording.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including reasonable legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files reasonable written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSOR per paragraph 3 herein, including any related costs incurred by the LICENSOR. The LICENSEE shall be responsible for any excessive costs beyond the reasonable requirements of the Event.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, the labor to run such spotlight shall be paid for by LICENSEE at current rates in effect in said building. The actual spotlights themselves shall be included in the structure of the deal as outlined on pages two (2) and three (3) herein. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications. The LICENSEE shall be responsible for any excessive costs beyond the reasonable requirements of the Event.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement provided such indemnity shall not apply to the negligence or willful misconduct of LICENSOR it's agents, employees or representatives. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days written notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except on the arena floor and walls/dashers enclosing the floor, upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR. It is understood and agreed that LICENSEE'S Event shall at no time cover up Venue's permanent signage.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All Venue advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR. It is understood and agreed that the Event has sponsors and the Event sponsors shall be represented on the matrix and diamondvision boards and on the arena floor/event space provided that LICENSEE'S sponsors do not conflict with the existing exclusive sponsors of the Venue.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons

of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole reasonable discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Events at the following times:

February 1, 2008 – 6:30 PM

February 2, 2008 – 1:00 PM & 6:30 PM

34. **REFUND OF TICKET REVENUE**

LICENSOR and LICENSEE shall mutually determine the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to non motor sport future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in

LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or any part thereof at the times above specified, or if any material default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

Both parties agree not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or LICENSEE or which the LICENSOR or LICENSEE are unable to avoid by exercise of due diligence, LICENSOR and LICENSEE shall have no obligation or liability whatsoever to each other as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event and allow a reasonable chance to cure.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all

other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

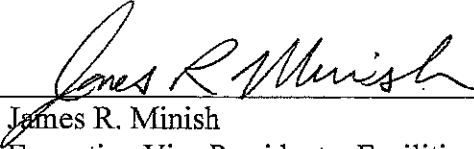
48. **ARENA NAME**

The Arena shall at all times be known as the ~~IZOD Center~~ ^{IZOD Center} or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

49. **CONFIDENTIALITY**

Neither party will disclose any terms of this Agreement to any third party without prior written permission of the other party, except (i) as may be required by a Court of Law, (ii) when such disclosure is made to a party's accountants or consultants for purposes of preparing financial tax documents necessary for the operation of its business, or (iii) as may be required by the Open Public Records Act (OPRA) of the state of New Jersey.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION MOTOR SPORTS, INC.

By 

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Adults	\$25.00
Children 12 and under	\$12.50

Ticket prices at all levels will be \$2.00 extra on the day of the event.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. SUITE REVENUE DISTRIBUTION

- A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE at no additional cost.

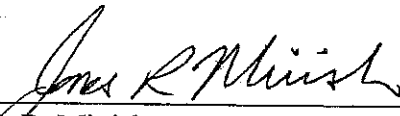
3. COMPLIMENTARY TICKET DISTRIBUTION

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:


LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

LICENSEE: A reasonable number of tickets according to show requirements.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION MOTOR SPORTS, INC.

By 

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of February, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and OBAMA FOR AMERICA, 233 North Michigan Avenue, 11th floor, Chicago, IL 60601 hereinafter referred to as LICENSEE.

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

OBAMA FOR AMERICA – 2008 Campaign Rally

Date: February 4, 2008

Time: 12:00 pm – 4:00 pm

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 7:00 a.m. on the 3rd day of February, 2008 and to the 4th day of February, 2008 at 7:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit

for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$40,000 plus expenses. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

Payment schedule for rent and expenses by LICENSEE to LICENSOR shall be as follows:

-\$40,000 non-refundable deposit plus \$45,000 estimated expenses are due upon contract signing but no later than February 2, 2008 -- Total due -- on 2/2/08 = \$85,000

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event. LICENSEE will also be required to pay for stagehand labor, insurance, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security (including New Jersey State Police), medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work

on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. The scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. It is understood that LICENSEE'S event is free admission and will be General Admission seating with capacity subject to LICENSOR approval.

d. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats) and are for LICENSOR'S exclusive use.

e. Suite 121 shall be allocated to the LICENSEE.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

OBAMA FOR AMERICA -- 2008 Campaign Rally

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note,

that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNIFY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE whether in whole or in part thereof. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 70/30 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

LICENSOR shall have no responsibility or liability for any recordings (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such recordings. To the extent, it is responsible for the origination of any recordings of the Event, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from any recording of the Event.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 10:00am.

34. **THIS PARAGRAPH INTENTIONALLY LEFT BLANK**

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


47. **RELATIONSHIP**

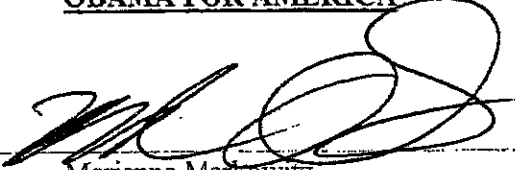
The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
~~General Manager~~
~~Executive Director~~ ~~Facilities~~
Ron Van De Veen
Vice President & General Manager
OBAMA FOR AMERICA

By 
Marianne Markowitz
Chief Financial Officer
Henry DeSio
Dep COO.

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of May, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Teen Mania Ministries, Inc., P.O. Box 2000, Garden Valley, TX 75771 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of CONTINENTAL AIRLINES ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets and the New Jersey Devils. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Acquire the Fire

Dates & Times: February 7, 2008 – Load In
 February 8, 2008 – 7:00 PM – 10:00 PM
 February 9, 2008 – 9:00 AM – 10:00 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 7th day of February, 2008 and to the 10th day of February, 2008 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$85,000 plus expenses.

Payment schedule for rent and expenses by LICENSEE to LICENSOR shall be as follows:

-\$20,000 non-refundable deposit due upon contract signing but no later than July 6, 2007

-\$244,171 deposit due by February 4, 2008
(\$65,000 rent plus 90% of estimated expenses (90% = \$174,171) plus \$5,000 Aramark buyout)

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will also be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 45 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by the LICENSOR.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

d. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

e. Suite 121 shall be allocated to the LICENSEE.

f. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

g. The LICENSOR shall be allocated 25 complimentary tickets per show.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

TBD

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at

public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: ARAMARK has agreed to a \$5,000 merchandise buyout for the Event. LICENSEE shall pay the \$5,000 merchandise buyout to LICENSOR and LICENSOR will remit such payment to ARAMARK.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred

by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

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made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

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Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The

proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing

such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

- February 8, 2008 – 6:00 PM
- February 9, 2008 – 8:00 AM

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought in regard to this Agreement must be filed in the State of New Jersey.

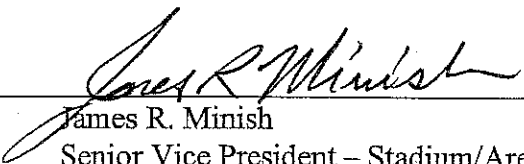
47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.


48. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Senior Vice President – Stadium/Arena

TEEN MANIA MINISTRIES, INC.

By 
Sam Hasz
Booking Director



Teen Mania Ministries, Inc. Addendum "A"

1. Acquire the Fire is the recognized name of the event, and should be used in any advertising, or event schedule from the venue. Teen Mania Ministries, Inc. is the legal named Licensee. but not the event name. In any advertising from the venue, attendees can pre-register by calling
2. Any notices, demands, statements, or documents are required to be sent to the Acquire the Fire scheduling coordinator Sam Hasz 22392 FM 16 W Lindale, TX, 75771.
3. Licensee's registrations shall not be regarded as "tickets" or "ticketing" for the purpose of this agreement.
4. Licensee shall have full rights to perform altar calls/call downs according to its specifications.
5. Licensee requires for concessions to not interfere with the altar calls during our event. Licensee will be asked to close for two periods of approximately 20 minutes during the altar calls. During this time no ATF stores will be allowed to be open either. No concessions shall be sold on the arena floor, (IE Hawkers in the actual seats). ***
6. Licensee has permission to feed its production crew (staff and interns) only, backstage with food donated by local churches for a fee to be decided upon at a later date. The Production Crew is assessed at approximately 100 people.
7. Licensee shall have the right to set up merchandise sites in agreed upon locations and sell non-food related merchandise, (a buy-out for both section 6 and 7 of \$5,000.00 will be paid).
8. Suite Box occupants must purchase a registration to the event. ***
9. Licensee will have at its disposal only all available, venue owned chairs, tables, and barricades necessary for the event, within in reason. Any items rented by an outside vendor will be paid for by ATF. ***
10. Licensee reserves the right to use pyrotechnics as special effects during the event and will be responsible for all licenses and permits.
11. Licensee shall have the right to take offerings during the event and retain 100% of the amount collected.
12. Licensee has the right to use volunteers as outlined in Addendum "B".
13. Licensee staff and production vehicles will be given 15-20 parking passes for the duration of the event, move in and move out times; Production trucks will not be charged for parking.
14. Licensee shall have full rights to perform altar calls/call downs according to its specifications..
15. Licensee may broadcast closed circuit television to another Acquire the Fire gathering at no additional charges. ***
16. Acquire The Fire requires breakout spaces as part of their event. Details for breakouts will be arranged with Sam Hasz. Please contact Sam if these arrangements have not been finalized. ***
17. Licensee shall have the rights to the contracted facilities for the following hours: Thursday (Load in) 7am-8pm; Friday (event day) 7am-12midnight; Saturday (event day and move out) 7am until 3am Sunday morning. Licensee is allowed to move out until Sunday at 3 am, for no additional charge. The public will vacate facility by midnight each night and Licensor staff may clean up Sunday morning as Licensee finishes move out. ***

*** - denotes reference to Addendum "D" attached hereto

Continental Arena
East Rutherford NJ

Teen Mania Ministries
Garden Valley, TX
Licensee

Licensor

By: *James R. Minich*

Date: 7-16-07

By: *[Signature]*

Date: 7-6-7

Teen Mania Ministries, Inc. Addendum "B"

Acquire the Fire Volunteer Outline

Our volunteer team is made up of adults who are assigned a job in one of three areas:

Merchandise: These people work behind our tables, selling our shirts, books, cd's and novelties. The tables are only open during our breaks, these volunteers are able to sit in on our sessions. We do have at least one person remain at each table during the sessions to send wandering attendees back to their seats and to watch over the table.

Door Team: These people help us as at the doors as greeters, wristband checkers, manual passers, and general human speed bumps to keep the kids from running as they come in. They also help throughout the weekend with the people flow in the concourse of each of our 3 breakouts, mainly directing attendees where to go during the movement times.

Ushers: These hard workers are assigned to the inside of the arena. They are placed at an average of 1 per 10 rows of seats in each aisle. Their main goal is to: stop any running in the aisles, pass out materials to all attendees at 3 times during the weekend, and receive our two offerings.

All of our volunteers are given a bright red t-shirt that has our logo and 'event staff' written on the front. Also, they are all trained Friday afternoon for the jobs they will help us with for the duration of the event.

For an average event, we recruit 70-80 ushers, and 70-80 convention services volunteers that are split into 60 merch, and 15-20 door team. ***

*** - denotes reference to Addendum "D" attached hereto

Teen Mania Ministries, Inc. Addendum "C"

Acquire the Fire Insurance Outline

Acquire the Fire Event Insurance Coverage Outline		
Type of Coverage	Limit Requested	Teen Mania's Coverage Amount
General Liability	General Aggregate	5,000,000
	Products Aggregate	5,000,000
	Personal & Advertising	1,000,000
	Each Occurrence	1,000,000
	Fire Damage	300,000
	Medical Expense	5,000
	Occurrence Form?	Yes
Automobile Liability	Combined Single Limit	1,000,000
Workers' Compensation	Each Accident	1,000,000
	Each Disease	1,000,000
	Disease- Per Employee	1,000,000

Addendum "D"

From: Matthew Bell
To: Hasz, Sam
Date: 6/8/2007 4:09 PM
Subject: Continental Airlines Arena - Addendum
Attachments: New Jersey.doc

Sam--

Here are some comments, let me know when you would like to discuss.

Point 5 - Aramark's workers are also union. We usually keep them open at all times so that you won't be responsible for paying their labor costs for sending workers home early. We can discuss this.

Point 8 - Our suites are sold on an annual basis and their tickets to all events are complimentary.

Point 9 - Any additional items needed that we can't provide will need to be rented by ATF.

Point 15 - There may be additional stagehand labor charges for recording/televising the event. There is no longer a stagehand bonus, however there may be applicable labor charges for such recordings.

Point 16 - Breakout Rooms - We haven't confirmed locations for this. I spoke with Matt Olson recently about a site visit. I assume we will talk about this then.

Point 17 - I put 8:00 AM in the contract for occupancy time on the load in date, which is February 7. In the addendum you ask for 7:00 AM. I would rather wait and see what the event is prior to yours before committing the building to you earlier. I have no problem letting you in earlier, but I don't want to put our operations staff in a bad place by giving you the building before it is actually "ready". Hopefully this works for you and we can discuss letting you in earlier once the building schedule becomes more concrete.

**At the bottom of the signature page, Continental Airlines Arena is in East Rutherford, NJ.

Addendum B - We have no problem with you using volunteers, but we ask that they stay as "volunteers".

We ask that their shirts not say "event staff", but remain as "volunteer". We don't want to have an issue with our admissions and security unions by letting your volunteer staff classify themselves as the same.

I am available to discuss these points with you at your convenience.

I appreciate all of your patience and we look forward to a great event!

Sincerely,

Matt

Matt Bell
Director of Booking & Event Services
Continental Airlines Arena/Giants Stadium
50 State Route 120
East Rutherford, NJ 07073

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of May, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and American Idol Productions, Inc., 7800 Beverly Blvd., Suite 251, Los Angeles, CA 90036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

American Idol Auditions

IZOD CENTER

Dates: August 16, 2008 – Setup Day
 August 17, 2008 – Registration Day – 24 hrs.
 August 18, 2008 – Registration Day – 24 hrs.
 August 19, 2008 – Audition Day – 24 hrs.

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 p.m. on the 16th day of August, 2008 and to the 20th day of August, 2008 at 12:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the following sums as License Fees based on occupancy dates:

- August 16, 2008 – Setup Day - \$5,000 plus expenses
- August 17, 2008 – Registration Day - \$25,000 plus expenses
- August 18, 2008 – Registration Day - \$25,000 plus expenses
- August 19, 2008 – Audition Day - \$25,000 plus expenses

The License Fee and expenses shall be paid under the following payment schedule:

- \$50,000 non-refundable deposit upon contract signing but no later than June 18, 2008
- \$30,000 and 50% (\$48,442) of estimated expenses = \$78,442 by July 16, 2008
- 50% (\$48,442) of estimated expenses = \$48,442 by August 6, 2008
- Final settlement within 45 business days after the close of the Event.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE also will be required to pay for insurance, ticket printing, any applicable sales taxes (New Jersey State 7% sales tax on tickets & applicable merchandise), phone charges, T1 lines, ASCAP/BMI/SESAC Music License Fees, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any (reasonable wear and tear excepted), has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 45 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer

and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before the Event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by LICENSOR.

6. **CANCELLATION BY LICENSEE**

Except as provided under Paragraph 40 of this Agreement, should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement. Notwithstanding anything to the contrary in the principal agreement, in the event of cancellation by LICENSEE (for reasons other than force majeure as set forth below), LICENSOR will use commercially reasonable efforts to rebook space on a priority basis and to otherwise mitigate its damages, and LICENSEE'S cancellation fee shall be reduced accordingly should LICENSOR be able to subsequently rebook the space on the specified dates.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

American Idol Auditions

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows: TBD

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

LICENSOR represents and warrants that: (i) LICENSOR has the full right to enter into this agreement and to perform its obligations hereunder and is not subject to any obligation or disability which will or might prevent or interfere with LICENSOR fully keeping and performing all of its agreements hereunder; and (ii) LICENSOR is in full compliance with any and all rules, laws, regulations, ordinances, etc., promulgated by any federal, city, local or other entity, agency or organization, including without limitation any health and safety, fire, police, and/or construction ordinances in connection with facilities of similar nature and locale which are used for the purposes intended by LICENSEE.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. Subject to LICENSEE'S indemnification above, LICENSOR shall indemnify and hold harmless LICENSEE and its parent, affiliated and subsidiary companies and LICENSEE'S successors and assigns, and the respective owners, officers, directors, agents, and employees of each, and its invitees, from and against all liability, actions, claims, demands, losses or damages (including reasonable attorneys' fees) caused by or arising out of: (i) the condition of the ARENA'S premises; (ii) the sole negligent or intentional acts or omissions of LICENSOR, its agents, subcontractors and or employees; and/or (iii) any breach or default hereunder by LICENSOR.

12. **LIEN**

This paragraph intentionally left blank.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by

duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security. LICENSOR shall consult meaningfully with LICENSEE'S own security personnel throughout the planning and execution of this Event.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75% LICENSEE / 25% ARAMARK with taxes, bootleg security and credit cards off the top for all merchandise sold at the Event – Aramark sells

d. Fan Festival Booth – LICENSOR agrees that LICENSEE will be setting up a "Fan Festival" booth/table at the Event in an area of the ARENA (LICENSEE understands the space limitations on the ARENA concourse and may need to use outside areas) to be mutually decided by the parties. The booth/table area shall be approximately 10-feet by 25-feet. LICENSEE shall be permitted to set up a karaoke machine and sell (subject to the merchandise deal outlined in paragraph 15 (c) above) and supply information regarding American Idol merchandise from the Fan Festival booth/table using its own employees, licensees, or contractor and using Aramark merchandise sellers for selling any merchandise. Licensee will be solely responsible for obtaining all

necessary permits and complying with all regulations regarding the sale of merchandise, if any.

16. **BROADCAST RIGHTS**

LICENSEE reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such broadcasting privileges. The LICENSOR shall not charge any fee for the origination of news broadcasts. LICENSEE certifies and attests that there will be no live broadcasts of the Event.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSOR acknowledges that LICENSEE is the owner of all broadcast rights in and copyright of the photography and/or recordings made during the Event at the ARENA, and that LICENSEE, its successors and assigns have the irrevocable and perpetual right, throughout the universe, in any manner and in any media now known or hereafter devised to use and exploit the films, photographs, and recordings made during the Event at the ARENA in such manner and to such extent as LICENSEE desires. LICENSOR has the right to require advance payment to the LICENSOR by LICENSEE of any estimated related costs (applicable union requirement costs) to be incurred by the LICENSOR for recording privileges. LICENSEE and its licensees, assigns, and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, programs, products (including interactive and multimedia products), photographs and recordings made during the Event at the ARENA, and in the advertising, promotion and publicity thereof, in perpetuity throughout the universe. LICENSOR hereby acknowledges that neither LICENSOR or any tenant, or other party now or hereafter having an interest in the ARENA, has any interest in LICENSEE'S photography or recording made during the Event at the ARENA. LICENSOR'S sole remedy for breach of this contract by LICENSEE shall be an action for money damages. In no event will LICENSOR be entitled to injunctive relief against LICENSEE, its successors and/or assignees or any other party arising out of any use of said photography and recordings.

Nothing contained herein grants the LICENSEE the permission or rights to use the trademarks, logos or other protected marks of the Meadowlands Sports Complex or any of the teams or advertisers that utilize the ARENA and the Sports Complex in any films, recordings or photographs made at the Event. For avoidance of doubt, LICENSEE may use the ARENA'S name and address in advertising for the Event and in connection with the program "American Idol".

LICENSEE agrees that the films, recordings or photographs for which scenes from the Meadowlands Sports Complex and ARENA are subsequently used by LICENSEE, that LICENSEE shall not portray LICENSOR, the Meadowlands Sports Complex, the ARENA or the State of New Jersey in a negative manner.

LICENSOR shall have no responsibility or liability for the filming, recording or photography made by LICENSEE at the Event (including ad lib remarks of announcers and participants) including, but not limited to responsibility or liability for any violation of any rights of others by such filming, recording or photography. To the extent, it is responsible for the filming, recording and photography of the Event, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from any filming, recording, photography or any subsequent uses of such filming, recording or photography made at the Event.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including reasonable legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. LICENSOR hereby acknowledges approval of the American Idol Auditions event based on the information provided by LICENSEE to LICENSOR. LICENSOR retains such right of approval should such Event content change.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform

to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by the LICENSOR or its designee, which will retain and be entitled to all receipts from the parking. 75 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR or its designee. Parking for the Event will be \$12.00 per car and \$20.00 per bus.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All permanent advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at TBD.

33. **REFUND OF TICKET REVENUE**

There are no paid tickets to this Event.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent of \$5,000 per hour plus expenses at the LICENSOR'S sole discretion.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval. Notwithstanding the foregoing, LICENSEE may assign, license and/or transfer any and all rights pertaining to the ownership, distribution and exploitation of the copyright of the program American Idol.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR, and (if practical) after written notice of such default and a reasonable time to cure, shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such

possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR and/or LICENSEE or which the LICENSOR and/or LICENSEE is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof; LICENSEE shall have no obligation to LICENSOR, including the obligation to make any payments described in Paragraph 6; and LICENSOR shall refund the deposit described in Paragraph 6.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its reasonable judgment and sole reasonable discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. In the event that the LICENSOR files an objection(s), LICENSEE has the right to cure such objection(s). LICENSOR, after LICENSEE exercised its right to cure to the dissatisfaction of the LICENSOR, shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event. Notwithstanding the foregoing, LICENSOR deems the nature of the Event appropriate.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought to enforce the terms of this Agreement shall be filed in a court located in the State of New Jersey.

46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

48. **SUITES**

- a. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).
- b. The LICENSOR has the right to hold seats for suite relocation for obstructed view suites due to production. These relocated seats are complimentary.
- c. Suite 121 shall be allocated to the LICENSEE.

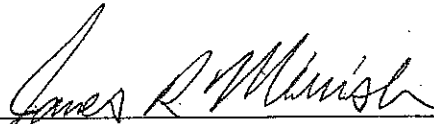
49. **EVENT SPONSORSHIP**

LICENSOR has provided a list of LICENSOR'S exclusive sponsors at the ARENA to LICENSEE. LICENSOR is entitled to all receipts from such exclusive sponsors. LICENSEE understands that Pepsi is an exclusive sponsor at the ARENA, therefore LICENSEE shall not be permitted to display, advertise or distribute any materials from Coca-Cola, a sponsor of the American Idol Auditions, at the ARENA during the Event.

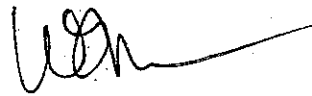
The approved American Idol Audition sponsors listed below are not in competition with the ARENA exclusive sponsors and LICENSOR hereby approves of such sponsors to have sponsorship presence at the Event. All materials, displays, advertisements and distributions are subject to the approval of the LICENSOR. The LICENSOR and LICENSEE shall mutually agree on areas for the sponsors to setup their materials. Any additional sponsorships are subject to the approval of the LICENSOR.

The approved American Idol Audition sponsors are as follows: Ford, Cingular/AT&T (wireless), Oscar Meyer, Nestle, McDonalds, Pringles, iTunes and Garnier.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

AMERICAN IDOL PRODUCTIONS, INC.

By 
Wylleen May
EIC

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of January, 2008 by and between The New Jersey Sports and Exposition AUTHORITY, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY and AEG Live Productions, LLC at 145 West 45th Street, 9th floor, New York, NY 10036, hereinafter referred to as LICENSEE.

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview, and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Event:	The Spice Girls
Date:	February 13, 2008
Time:	7:30pm - 11:00pm
Event Length:	3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00am on the 13th day of February, 2008 and to the 14th day of February, 2008 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers/exhibitors for presentation of the event.

LICENSEE will present all applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy

and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$80,000 plus stagehands.

The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

Notwithstanding the above, the LICENSEE will be required to pay for stagehand labor, insurance, credit card commissions on box office sales only, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, dressing room furniture, backstage and barricade security, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE to the extent that such damages do not arise out of AUTHORITY's negligence or willful misconduct. Any monies thereafter due the LICENSEE shall be wired on Thursday, February 14, 2008. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day. The AUTHORITY acknowledges receipt of the Artist Technical Rider and agrees to comply with its provisions as applicable to AUTHORITY and the Arena.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public in consultation with LICENSEE. All special services, such as seating arrangements, decorations, erection of

platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. Ticket Prices & Configuration are as follows:

Net Capacity - TBD

<u>Area</u>	<u>Price</u>
Floor, Lower Tier	\$119.50
Upper Tier	\$89.50
Upper Tier	\$69.50

The \$2.00 facility fee, which the AUTHORITY will be entitled to retain, is on top of the ticket prices above.

The AUTHORITY shall have the right to cause to be set aside for its purchase a mutually agreeable number of house tickets per show.

The AUTHORITY has the right to hold a mutually agreeable number of seats for suite relocation for obstructed view suites due to production in sections 109, 110, 120 & 121. Of these relocated seats, 14 (fourteen) will be complimentary, and the remaining may be purchased at the full ticket price.

e. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

Suite 121 shall be allocated to the LICENSEE.

f. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: NO COMP show except for suite tickets.

LICENSEE: NO COMP show except for suite tickets and promotional tickets approved by management.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour, unless the length time is exceeded due to AUTHORITY delay.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than force majeure or AUTHORITY default, \$80,000.00 shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all approved expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

The Spice Girls

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement at net, plus 4.5% outside agency commission (if applicable).

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws. In addition, LICENSEE shall carry Employers Liability Coverage for a limit of not less than \$500,000.

LICENSEE agrees to obtain, at its own cost and expense, an Inland Marine Insurance Policy on a replacement cost basis covering all personal property of the LICENSEE including property of others used in connection with the show, with the exception of property owned by the AUTHORITY. The policy shall contain a waiver of subrogation in favor of the AUTHORITY.

The AUTHORITY will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, its contractors or patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payments, such sums as shall be reasonably necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons, its employees, agents and subcontractors admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided 10 days prior to the event to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept

unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security, and the AUTHORITY shall indemnify LICENSEE against any and all claims for loss, injury or damage arising out of reasonable security and crowd management activities. Artist shall have complete control of sound and lights unless safety dictates otherwise.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non-event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied, except for backstage catering, by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. Artist travels with its own tour caterer and shall pay no buyout for such right.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top, and 85/15 on CD's and DVD's only. The merchandise deal shall revert to a 80/20 split from dollar one should a \$8.00 per cap be reached.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the ARTIST.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast. To the extent such claims, damages, liability, cost and expenses do not arise out of AUTHORITY negligence.

18. **RECORDING**

LICENSEE agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer, performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege. Notwithstanding the above, subject to a separate agreement between the AUTHORITY and the performer, performer's agent or authorized representative of the performer, LICENSEE shall be permitted to record the event for archival use.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement. The AUTHORITY hereby acknowledges approval of The Spice Girls concert.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas, and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon or spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire

regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. Fifteen parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and unless such injury or damage is a result of negligence of the AUTHORITY or its agents, watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. Notwithstanding anything contained herein, LICENSEE'S indemnification obligations hereunder shall not apply if loss, damage, liability or injury is due to AUTHORITY'S negligence or willful misconduct.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of LICENSEE'S patrons, employees, agents and subcontractors admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY. All signage in the bowl of the Arena must be turned off when the performance begins.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY or LICENSEE impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons, with reasonable cause.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public; however, no refunds shall be authorized without the mutual approval of LICENSEE and AUTHORITY, and such authority shall not be unreasonably withheld, delayed or conditioned. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not reasonably possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to ARTIST approval and ARTIST contract restrictions.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above unless delay is due to AUTHORITY.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

Neither AUTHORITY nor LICENSEE will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made by LICENSEE or AUTHORITY in any material covenant or agreement therein contained, and not cured in a

reasonably amount of time, this permit and the relationship of the parties at the option of the non-defaulting party shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession however, AUTHORITY shall not interfere with the performance of the Event by Artist if such performance can reasonably occur without causing AUTHORITY irreparable harm and the said LICENSEE shall notwithstanding, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees. LICENSEE must be given the reasonable opportunity to remedy any breach.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSEE or AUTHORITY or which the AUTHORITY or LICENSEE is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY provided however the AUTHORITY agrees to notify and provide a reasonable opportunity to address the AUTHORITY'S concerns. If such concerns are not properly addressed then the AUTHORITY shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement, including Artist Technical Rider sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the LICENSEE, AUTHORITY, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.


49. **ADVANCE FUNDS**

In the event that for any reason other than breach by the AUTHORITY that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the AUTHORITY all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the AUTHORITY, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the AUTHORITY from bringing direct action against the performers of the performer's entity for recovery.

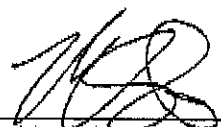
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By


James R. Minish
Executive Vice President - Facilities

AEG LIVE PRODUCTIONS, LLC

By


Michael Goldsmith
Manager of Touring

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of January, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Ardee Festivals NJ, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Toby Keith Concert

Date: February 15, 2008
Time: 7:30 pm – 11:00 pm
Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 15th day of February, 2008 and to the 16th day of February, 2008 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Toby Keith
Jack Ingram

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By _____
James R. Minish
Executive Vice President – Facilities

ARDEE FESTIVALS NJ, INC

By _____
Phil Ernst

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$68.00
Upper Tier	\$35.00
Upper Tier	\$27.00

The ticket price includes a \$2.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.
- C. \$3.00 per ticket on suite tickets sold, net of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By _____
James R. Minish
Executive Vice President – Facilities

ARDEE FESTIVALS NJ, INC

By _____
Phil Ernst



HARLEM GLOBETROTTERS STANDARD MULTI-YEAR AGREEMENT

This AGREEMENT dated June 27, 2007 by and between **HARLEM GLOBETROTTERS INTERNATIONAL, INC.**, a Nevada corporation, One Arizona Center, 400 E. Van Buren Street, Suite 300, Phoenix, Arizona, 85004 ("Producer") and **THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**, 50 State Route 120, East Rutherford, NJ 07073 ("Operator").

Operator hereby agrees to furnish facilities (the "Arena") for the presentation of a Harlem Globetrotters Basketball Show (the "Performance"), and to make said facilities available to the Producer from 6:00 A.M. until 11:00 P.M. on the Performance date listed below, and Producer hereby agrees to use the Arena, upon and subject to all of the provisions set forth below and attached hereto. **Notwithstanding the above, Producer understands that there may be other basketball games on the selected performance dates as part of a doubleheader. The Producer will not have access to the building at the times stated above for these dates.**

ARENA NAME AND LOCATION:

**IZOD CENTER
50 STATE ROUTE 120
EAST RUTHERFORD, NJ 07073
201-935-3900**

PERFORMANCE:

**SATURDAY, FEBRUARY 16, 2008 at 1:00PM & 7:00PM
MONDAY, FEBRUARY 18, 2008 at 1:00PM**

**SATURDAY, FEBRUARY 14, 2009 at 1:00PM & 7:00PM
MONDAY, FEBRUARY 16, 2009 at 1:00PM**

NUMBER OF SEATS:

Operator certifies that capacity for this performance is **19,637**. If such capacity is reduced following the full execution of this contract, Operator shall reimburse the Producer for the number of the reduced seats at the average ticket price.

TIME LINE:

- **Move In:** Approximately four (4) hours prior to Performance, unless otherwise notified.
- **Globetrotter University:** Operator agrees to open one single entrance, mutually agreeable to both parties, for Globetrotter University, one (1) hour prior to doors opening to the general

public. Globetrotter University will begin approximately thirty (30) minutes prior to doors opening to the general public and last approximately fifteen-twenty (15-20) minutes.

- **Doors Open to General Public: 12PM & 6PM;** approximately one (1) hour prior to start of Performance.
- **Start of Performance: 1PM & 7PM**
- **Length of Performance:** Approximately two (2) hours. The Performance has four (4) ten (10) minute quarters with a half-time intermission; (occasionally, a running clock may be used during game time).
- **Autograph Session:** Immediately following game. There shall be an autograph session lasting no more than thirty (30) minutes.
- **Move Out:** Approximately three (3) hours after scheduled start of Performance.

HARLEM GLOBETROTTER

SURCHARGE/FACILITY FEE:

It is agreed that a **\$2.00** surcharge shall be added to Producer's established ticket price, and added to the gross ticket sales amount. After deduction of all applicable admission taxes, if any, Producer shall receive 60% and Operator 40%. The surcharge is as stated above for each Performance and it is not subject to change without the prior written consent of Producer. A surcharge shall not be added on complimentary tickets.

OTHER FEES:

NONE

GROUP SALES COMMISSION:

All commissions paid for Group Sales must be approved by Producer's Marketing Department and said commissions shall be paid after applicable facility fees and taxes.

ADMISSIONS TAX:

It is agreed by both parties that the following taxes shall be assessed on Gross Ticket Sales only, and deducted from Gross Sales before any and all Divisions of Proceeds (as defined below):

State 7% City - N/A Other - N/A

Operator shall be responsible for collecting and submitting payment for all admission taxes (and other such taxes) and for the filing of any reports and returns with respect thereto. Operator shall hereby indemnify and hold Producer harmless from any and all cost and liability with respect thereto. Operator agrees to furnish to Producer receipts for the payment of all such taxes.

I. DIVISION OF PROCEEDS:

The "Adjusted Gross Admission Proceeds" defined as all proceeds derived from the sale of all tickets **from all games**, including but not limited to Main Concourse seating, Club Level seating and Mezzanine seating, Sponsorship revenue (as defined in Section VIII), etc., less:

1. any applicable admission taxes;
2. the advertising, publicity and Group Sales materials expense billed at **GROSS** as defined in Section VII;
3. credit card charges at the box office only;
4. the expense for two (2) stagehands, per performance, for follow spot operation only;

shall be divided in accordance with the percentages as set forth below:

Share to Producer

60%

Share to Operator

40%

II. MERCHANDISE & CONCESSIONS:

Producer and/or its designee, ("Merchandiser"), shall have the exclusive right to furnish and distribute all programs, novelties, and souvenirs, ("Merchandise"), in connection with the Harlem Globetrotters or the Performance(s). Such Merchandise, the nature of which shall be determined at the sole discretion of Producer, shall be the only Merchandise items sold and displayed before, during and after the Performance(s).

1. All gross proceeds received from the sale of Merchandise, less the payment of sales taxes and credit card fees, shall be called the Net Merchandising Proceeds which shall be divided between Operator and Producer in accordance with the respective percentages as set forth below:

Share to Producer

Share to Operator

Novelties, Programs, & Souvenirs **60%**

40%

Basketballs, Large & Small **80%**

20%

ARAMARK SHALL SELL PRODUCER'S MERCHANDISE

2. Operator shall provide prominent and adequate space for Merchandiser or Concessionaire to vend such Merchandise and Operator agrees that Merchandiser shall, as it may require, have reasonable access to appropriate hall facilities and areas adjacent to the venue.
3. It is understood that the term "Merchandise" as used herein shall not include food, such as hot dogs, burgers or nachos, refreshments, parking or checkroom services.
4. Operator shall retain all proceeds from the sale of food concessions.

III. THE ARENA

- A. Operator shall, at its sole expense, furnish the Arena to include the following:
1. audience seats of a number no less than as specified on the cover page;
 2. facilities, supplies, equipment (including, but not limited to, general house lighting, two (2) spotlights, Jumbotron/video board and Clearcom communication), team dressing room requirements (including, but not limited to, locker room refreshments as specified in the Harlem Globetrotters Technical Rider, and staffing/stagehands (including, but not limited to, a scoreboard operator, a house person to turn house lights off and on, Jumbotron/video board operator and two (2) spotlight operators) as specified in the Harlem Globetrotter Technical Rider attached hereto and made part of this Agreement as required for the professional presentation of Producer;
 - a. Any items, equipment or staffing/stagehands which Operator cannot supply shall be mutually agreed upon by both parties.
 3. 10' X 10' space, in a high traffic area, for each of the Producer's sponsors. Producer's sponsors shall not conflict with Operator's sponsors. There shall be no fees or commissions paid to Operator for said space. **If needed, Producer shall advance the number of sponsor spaces needed;**
 4. storage space in the Arena sufficient for the equipment required for the Performance(s);
 5. the Arena and all other facilities included therein, in good, clean and safe condition;
 6. parking for two (2) 40-foot Globetrotters coach-style tour buses, one (1) 25-foot Ryder truck for merchandise and one (1) 25-foot Ryder truck for equipment, as close to artist entrance as possible;
 7. a clean professional or collegiate basketball floor, with a 3-point line and professional breakaway rims, permanent and temporary seating, and ample lighting for the presentation of the Performance, installed in a safe and professional manner by Operator, and according to all current industry standards;
 8. full compliance with all applicable governmental statutes, regulations, ordinances and codes relating to health, safety, maintenance, fire or otherwise, with respect to the Arena building and any part thereof, any equipment or facility contained therein and any activity carried on therein, whether by Operator or others;
 9. heated and ventilated dressing rooms, audience seating areas, and such other parts of the Arena as may be necessary for the proper comfort of the audience and the performers;
 10. all licenses required under any applicable governmental statutes, regulations, ordinances or codes with respect to the operation of the Arena and the hosting of the Performance; (excluding rights of music for the Performance)

11. discharge all obligations imposed on Operator by any federal, state or local law, regulation, ordinance, code or order now or hereafter in force with respect to employees, including, but not limited to, taxes, unemployment compensation or insurance, disability insurance, social security and workers' compensation, and Operator shall file all returns and reports and pay all assessments, taxes, contributions and other sums required in connection therewith;
 12. all personnel, equipment and facilities necessary to adequately safeguard Producer and its employees from thefts of personal property, and any other damage or injury to their person or property;
 13. ushers, door keepers, electricians, ticket sellers, telephone operators, cleaners, watchmen, security guards, firemen, and all other personnel to operate the Arena and to carry out the obligations of Operator under this Agreement;
 14. conform to, comply with and abide by all applicable labor or collective bargaining agreements to which Producer and/or Operator are or may become a party, as the same now exist or may be amended; and
 15. reimburse Producer for fees and expenses which may be incurred by Producer as a result of Operator's default or failure to provide any of the foregoing.
- B.** Operator shall not permit the use of the Arena, or any part thereof, for the presentation of any basketball exhibition for a period of eight weeks prior to the Performance and six weeks subsequent to the Performance and warrants and represents that no such presentation will be made. A professional league, collegiate, high school or local amateur basketball game shall not be considered a basketball exhibition.

IV. HARLEM GLOBETROTTERS INTERNATIONAL, INC.

- A.** Producer shall, at its sole expense:
1. furnish the performers appearing in the Performance(s), and such other persons as the Producer in its sole discretion may determine;
 2. carry and maintain in full force and effect for all of its employees worker's compensation insurance and such other insurance for its employees as may be required by any applicable governmental statutes, regulations, ordinances and codes;
 3. obtain all licenses and clearances required for the music, dialogue, and other material utilized in the Performance; and
 4. furnish transportation for its employees and their property to the city and for its equipment and materials to and from the Arena.
- B.** Persons furnished as performers or otherwise in connection with the Performance(s) are subject to change at any time at the sole discretion of Producer. Producer does not warrant or represent that any particular individual performer or performers will appear in the

Performance(s). Failure of a particular individual performer or performers to appear in the Performance(s) shall not constitute a breach of this Agreement.

V. TRADEMARKS AND REGISTRATIONS

- A. As between Producer and Operator, Producer retains sole and exclusive ownership and control of all of the properties, materials and rights of Harlem Globetrotters International, Inc. and any other third party marks used by the Harlem Globetrotters in connection with its basketball exhibitions, including certain service marks, trademark registrations and attendant goodwill relating to, inter alia, the unique entertainment services in the nature of basketball exhibitions performed in the United States and the world (such marks including, but not limited to the following registered trademarks: "Harlem Globetrotters," "Globetrotters," "Magicians of Basketball," "Magic Circle," and "Globie") and certain designs, characters, symbols, logos, musical renditions, likenesses and visual representations heretofore used in connection with said marks. Operator is licensed to use the aforesaid marks and the names and likenesses of the performers only during the period beginning with the group sales and/or advertising campaign through **event date for each subsequent year** and to the extent expressly authorized by Producer.
- B. The Arena shall insure that the Performance(s) shall not, in whole or in part, be recorded or carried by any means outside the Arena, without the prior, written consent of Producer, except for bona fide news coverage.
- C. If Producer authorizes broadcast coverage, phonograph or tape recordings, motion pictures or other commercial tie-ups of the Performance(s) hereunder, any and all proceeds therefrom shall belong to Producer.
- D. The "Magic Circle" shall not be video taped, filmed or broadcast by anyone other than Producer. There shall be no exceptions.
- E. The rights to any and all audio and/or visual transmission, reproduction or recording of the Performance in the Arena, or any part thereof, shall be the sole and exclusive property of the Producer, whether the same be for simultaneous, in-house or subsequent use, except for bona fide news coverage by local media as set forth in Section III.B. above.

VI. SALE OF TICKETS

- A. **Printing.** Operator shall, prior to the commencement of the advanced sale of tickets, and subsequent to mutual determination by Operator and Producer of ticket prices and locations:
1. cause to be printed tickets for all audience seats in the Arena or arrange for sale of tickets through a computer ticket service, and
 2. furnish to Producer a certified printer's manifest or a certified computer program manifest of all tickets, together with a summary showing the number of seats at each price for each Performance.
- B. **Sale.**

1. Prior to the Performance:

- a. Producer **and Operator shall mutually agree upon a** date to place tickets for the Performance(s) on sale and Operator shall from that time until the end of the Performance furnish the facilities and personnel (including box offices, ticket sellers, telephone lines and operators) required for the proper sale of tickets at the Arena and at such other places as may customarily be utilized by the Operator for such purposes.
- b. The box office at the Arena shall remain open at least **seven (7) hours** per day during normal box office hours. **Box office hours are: Day(s): Monday – Saturday Time: 11AM to 6PM**
- c. Operator will insure that ticket information will be readily available to the public by supplying adequate telephone lines and operators during the time the box office is open.
- d. Operator shall provide sufficient ticket sellers in a sufficient number to properly service the public two (2) hours prior and throughout each Performance.

2. Operator shall furnish Producer with complete daily reports of tickets sold and other ticket sales information beginning the day after Performance tickets have gone on sale. Ticket sales information shall include such information as ticket outlet, telephone/credit card, discount and cumulative ticket sales.

3. Immediately after each Performance, Operator shall furnish Producer with a complete report showing the number of tickets sold and unsold, complimentary tickets issued for said Performance, and all other information relevant to the proceeds from the sale of tickets for said Performance, including a box count of all tickets collected for said Performance, and shall at such time have all unsold tickets available for inspection by Producer. Operator shall grant Producer approval to directly access TicketMaster for all ticket sales pertaining to Harlem Globetrotters International.

4. All ticket sales and/or box office reports are strictly CONFIDENTIAL and are not to be given or reported to any media, trade publications, newspapers, etc., without written approval by Producer

C. Gross Admission Proceeds. Gross Admission Proceeds as used herein is defined as all proceeds derived from the sale of tickets and local sponsorship revenue (as defined in Section VIII(B)), including applicable taxes and excluding any facility fees, parking, concessions, and merchandise, etc. shall not be included in the Gross Admission Proceeds. Operator shall be responsible for the collection of all monies and proceeds of the sale of tickets, including Main Concourse seating, Club Level seating and Mezzanine seating and shall, at its own expense:

1. bond all ticket sellers and other persons handling such monies and proceeds of an amount sufficient to cover the value of the monies and proceeds handled by them, and

2. insure such monies and proceeds against all other risks which might result in a loss thereof. The Gross Admission Proceeds shall be a confidential matter between Producer and Operator and this information shall not be disclosed to any unauthorized individual(s) without the written consent of the other party.
3. In addition to above, Gross Admission Proceeds do not include all Suite sales, which represents a total of **466** tickets and a total of **29** Suites. **Suite tickets are complimentary and are manifested.**

D. Complimentary Tickets.

1. Operator shall set aside for the exclusive use of Producer's Team Tour Manager sixty (60) complimentary seats for each Performance at the highest prices (**shall not be MAGIC CIRCLE COURTSIDE seats**) located behind the Harlem Globetrotters players' bench. The specific location of these seats must be approved by Producer.
2. Operator shall set aside for the exclusive use of Harlem Globetrotters Corporate Office sixty (60) complimentary seats for each Performance at the highest prices (**shall not be MAGIC CIRCLE COURTSIDE seats**) located in the Center Section. The specific location of these seats must be approved by Producer.
3. Operator shall honor all written requests for complimentary tickets by Producer. In addition Operator shall honor all official complimentary ticket coupons used in Producer's advertising, promotional campaign, and sponsorship ticket requirement.
4. **MAGIC CIRCLE COURTSIDE and VIP tickets shall not be issued or used as complimentary, discounted or Group Sales tickets without the express written consent of the Producer.** MAGIC CIRCLE COURTSIDE and VIP tickets issued without the express written consent of the Producer shall be deemed paid admissions valued at the manifested ticket price per ticket for the purpose of computing the Gross Admissions Proceeds to the Performance hereunder.
5. Trade tickets used in the Advertising, Publicity & Group Sales campaign must be approved by Producer's Marketing Department prior to distribution.
6. Operator will be entitled to the following number of complimentary tickets: **One percent (1%) of manifested seating capacity.** Such complimentary tickets **shall not include Magic Circle or VIP tickets** without written approval of Producer. Accurate records and accounting of these complimentary tickets shall be provided by Operator to Producer at the time of settlement.

- E Records and Inspection.** Operator shall maintain full and complete accounting and other records with respect to the sale of tickets and the proceeds thereof and Producer and accountants of Producer shall have the right at all reasonable times to examine all such records or to verify the program of the computer ticket service. Throughout the duration of this Agreement and for a period not exceeding six (6) months following the completion of the Performance, Producer or it's authorized representatives shall have the right to audit any and all accounting and other records relating to this Agreement including, but not limited to,

box office and admission proceeds, unsold tickets, the drop count, any and all other ticket proceeds, advertising expenses and agreements, and admission taxes. Such right to audit may be exercised upon reasonable notice to the Operator.

VII. ADVERTISING, PUBLICITY & GROUP SALES

- A. The advertising, publicity and Group Sales budget shall be mutually agreed upon at **GROSS** by the Producer and the Operator. The budget shall itemize advertising expenses, publicity/advance ambassador expenses, and Group Sales material expenses. Any media commission, group sales commission, any marketing company's fee or any other commission shall not be included in the budget and shall be at the sole expense of the Operator.
- B. With respect to the billing of advertising, publicity and Group Sales material expense, all advertising, publicity and Group Sales material expense shall be billed at **GROSS**. All such billing shall be completed at the offices of the Operator (or Arena) and Operator (or Arena) shall draw and issue checks for all such media expenses without any commission resulting therefrom being billed to Producer.
- C. Operator shall, at its sole cost and expense, unless specified in Division of Proceeds on Page 3, provide for an advertising, publicity, and Group Sales campaign billed at **GROSS** for the Performance(s) under the supervision of Producer and shall, in connection with said campaign, expend no more or no less than the amount mutually agreed upon, between Producer and Operator, without the prior written consent of Producer. Twelve weeks prior to the Performance, Operator shall furnish Producer with proposed budget allocations of advertising, publicity, and Group Sales expenses. Detailed schedules of newspaper advertisements, radio and television commercials shall be furnished to Producer not less than eight weeks in advance of the first Performance. The campaign shall commence at least four weeks prior to the first Performance at the Arena and shall continue through the date of the last Performance.
- D. The objective of the campaign shall be to attain the greatest possible amount of ticket sales for the Performance(s) at the Arena using various forms of advertising media, including radio and television broadcasting, outdoor and transit advertising, and newspapers of general circulation. Operator shall utilize the advertising and promotional materials, designs and forms designated by Producer without modification and shall use no other advertising or promotional materials, designs and forms without the prior written consent of Producer. Production costs incurred by Operator for radio, television, newspaper or other advertising materials shall not be included in the advertising or publicity expenses unless otherwise agreed by Producer. The campaign shall feature the name "Harlem Globetrotters." Producer shall furnish Operator with advertising and promotional materials prior to the Performance. Such materials shall include a press kit and one set of photographs of performers.
- E. Any promotional materials or merchandise that Producer and Operator deem appropriate to the campaign shall be paid for according to the Producer's price schedule. Operator shall not

utilize the advertising and promotional materials, designs and forms designated by Producer subsequent to the advertising campaign without the prior written consent of Producer.

- F. With respect to Magic Circle Courtside seating in the Arena for the event hereunder, there shall be no promotional item ("Premium") with the purchase of a Magic Circle Courtside admission ticket.

VIII. SPONSORSHIP(S)

- A. All sponsorship revenue derived from any designated local sponsor(s) secured by Operator and/or Producer shall be shared by adding said sponsorship revenue to the Gross Admission Proceeds prior to its division.
- B. If Operator obtains sponsorship revenue from a single local sponsor, Operator shall be entitled to receive a commission of 20% of said sponsorship revenue. The remainder of sponsorship funds shall be added to Gross Admission Proceeds prior to division. In no other instance shall Operator or Producer be entitled to any fee or commission with respect to sponsorship revenue.
- C. Any expense associated with sponsorship agreements such as, but not limited to, banners, floor decals, pre/post game parties shall be included in the advertising, publicity and Group Sales materials expense budget and deducted from the Gross Admission Proceeds.
- D. Producer shall retain One Hundred Percent (100%) of any sponsorship revenue derived from any regional, national, and international corporate sponsor(s) secured solely by Producer.
- E. Producer shall be allowed to display any of Producer's regional, national, and international sponsors' banners and/or signage in the Arena during the Performance, at Producer's press conferences, and at events promoting Performance(s). Also, Operator shall supply, upon request, a 10' X 10' space, in a high traffic area, for each of the Producer's sponsors. Producer's sponsors shall not conflict with Operator's sponsors. There shall be no fees or commissions paid to Operator for said space. **No sponsorship may conflict or compete, as the Operator in its sole discretion may reasonably determine, with any other advertising at the venue.**
- F. Producer must approve in writing all local sponsors secured by Operator. In addition Producer must approve in writing the use and placement of all logos and the copy of local sponsors in all advertising for the Performance.

IX. ADA

Operator is responsible for compliance with Title II of the Americans with Disabilities Act of 1990 or as amended and all regulations thereunder as they shall or may relate to permanent Arena access accommodations such as, but not limited to, wheelchair ramps, elevator standards, door width standards and rest room accessibility. In addition, Operator should be prepared to respond to reasonable requests for auxiliary aids from patrons with disabilities and shall bear the

financial cost of providing auxiliary aids such as assistive listening device rental, readers and interpreters.

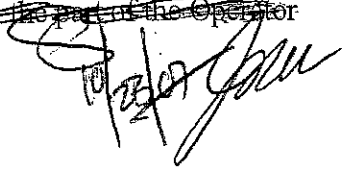
X. INSURANCE AND INDEMNIFICATION

Thirty (30) days prior to the Performance, Operator shall provide Producer with certificate(s) of insurance evidencing that insurance policies covered by this paragraph are with an insurance company recognized as an authorized carrier in the state where the Arena is located, and acceptable to Producer.

Said certificate(s) and policy shall be in a form and content satisfactory to Producer, which shall:

1. provide Commercial General Liability having a combined single limit (bodily injury, property damage and personal injury) of at least \$1,000,000.00 per occurrence, (\$2,000,000.00 aggregate);
2. provide Workers' Compensation insurance coverage and Employer's Liability for Operator's employees;
3. specify as additional insureds; **Harlem Globetrotters International, Inc.**
4. indemnify and hold Producer harmless during the term of this Agreement from any and all claims, demands, judgments, losses and expenses, including reasonable attorney's fees, which may be made against Producer and which is in any way related to the Arena or to the Performance in the Arena, except those claims which may arise through the negligence of the Producer or its employees;
5. to the extent not covered by insurance, Operator shall and does hereby indemnify and hold Producer harmless from and against any loss, damage, cost or expense arising out of or in any way related to Producer's occupancy of the premises or use of the Arena (except in any case where such loss, damage, cost or expense is caused by the negligence of the Producer or its employees);
6. when timely requested, Producer shall furnish to the Operator or facility a certificate of insurance evidencing a policy of comprehensive general liability insurance having limits not to exceed a combined single limit of \$1,000,000.00 per occurrence, (\$2,000,000.00 aggregate) which will name Operator as additional insured thereunder, but only for liability arising out of the negligence of the Producer, its agents, servants, licensees or employees with respect to the operations of Producer in the Arena.

~~It is agreed that neither of the parties shall be deemed to have accepted the obligation of the other, whether by amount of loss hereunder or otherwise, to insure and Operate and to assume responsibility for its own negligence in activities involving joint negligence. It is not intended that the above assume responsibility for sole negligence on the part of the Operator or Producer.~~



XI. GENERAL

- A. Operator and Producer each represent and warrant to the other that they have full right and power to enter into and perform this Agreement according to its terms.
- B. Neither party to this Agreement shall be liable to the other for any failure to perform any of the terms or conditions of this Agreement which is attributable to war, an act of God, a strike, a lockout, or any other cause beyond the control of such party.
- C. This Agreement shall remain binding and in full force and effect and constitutes the entire understanding between the parties and supersedes all prior and contemporaneous written or oral agreements pertaining thereto and can only be modified by a writing signed on behalf of both parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts entered into and fully performed therein. In the event of any breach, termination or cancellation of this Agreement by Producer, Operator's sole and exclusive remedy shall be an action at law for damages. Operator hereby waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.
- D. Neither this Agreement nor any of the duties, obligations or rights hereunder may be assigned by either of the parties hereto without the express written consent of the other, provided that Producer may at any time assign this Agreement, and all or any part of its rights hereunder, to any person, firm, or corporation controlling, controlled by or under a common control with Producer or with which Producer may be merged or consolidated.
- E. The delay or failure of either party to assert or exercise any right, remedy or privilege hereunder, with actual or constructive notice or knowledge of the breach of any representation, warranty or provision herein, shall not constitute a waiver of any such right, remedy, privilege or breach. No waiver shall in any event be effective unless in writing, and then it shall be effective only in the specific instance for which given.
- F. This Agreement shall inure to the benefit of and be binding upon Producer and Operator and their respective successors and assigns.
- G. The Arena and facilities being furnished by Operator to Producer pursuant to this Agreement are of a special, unique and extraordinary character and accordingly in the event of a default, threatened default or cancellation by Operator under this Agreement, Producer shall be entitled, in addition to any other remedies it may have, to equitable relief by way of injunction, specific performance or otherwise.
- H. Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto, or constitute either party the agent of the other. Neither party shall hold itself out contrary to the terms of this paragraph, and neither party shall become liable for the representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any third party, whether referred to herein or not.

- I. This instrument shall be and become a binding Agreement when executed by authorized officials of Producer and Operator and until then shall have no force or effect.
- J. If language in this agreement conflicts with any agreement provided by the Operator, the language in Harlem Globetrotters Standard Co- Promotion Agreement shall govern.

SPECIAL CONDITIONS:

- 1. Operator pays all other direct game related expenses.
- 2. **HARLEM GLOBETROTTERS TECHNICAL RIDER** shall be attached to, or otherwise made part of, the Harlem Globetrotters Standard Co-Promotion Agreement.

ACCEPTED AND AGREED:

OPERATOR:

**NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY**

By: James R. Minish
 James R. Minish
~~Executive Vice President - Operations~~
 Executive Vice President - Facilities
 Dated OCT. 15, 2007

PRODUCER:

**HARLEM GLOBETROTTERS
INTERNATIONAL, INC.**

By: Jeff R. Munn
 Jeff R. Munn
 Chief Operations Officer

Dated 10/23/07

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of November, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Feld Motor Sports, Inc. 4255 Meridian Parkway, Aurora, IL 60504 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT (the "Event"):

Freestyle Motocross

Date(s) & Times(s):

February 28, 2009 – 7:30 pm – 10:30 pm

Event Length(s): 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 28th day of February, 2009 and to the 1st day of March, 2009 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the Event. LICENSEE will present proof of such contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

d. **SPACING:** It is agreed that LICENSOR will not allow the performance of any motor sport event, or any show or exhibition having motor sport vehicles included in it, for a period commencing ninety (90) days prior to the Event hereunder and ending ninety (90) days after the Event. LICENSOR agrees that if any motor sport event is scheduled after the periods indicated, LICENSOR will not, without LICENSEE'S prior written consent, advertise or publicize performances of any such event until after this Event. Should LICENSOR breach or threaten to breach any of the foregoing provisions of this paragraph, LICENSEE shall be entitled to injunctive and such other equitable relief as may be appropriate for such breach or threatened breach.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, LICENSOR and LICENSEE shall split the gross admission proceeds as follows:

Gross Admission Proceeds of \$300,000 or less

80% to LICENSEE
20% to LICENSOR

Gross Admission Proceeds of \$300,001 or greater

75% to LICENSEE
25% to LICENSOR

Gross Admission Proceeds shall be defined as the total sum of all tickets sold less the 7% New Jersey State Sales tax on tickets. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the New Jersey Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and approved expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall be responsible for payment of Operations (stagehands, electricians, plumbers, carpenters, laborers, etc.) for the removal and installation of ice and hockey dasher boards, Per Diem Staff (Security, Admissions, Box Office, Medical, Multimedia, Fire Department, etc.), Cleaning, Event Supervision, New Jersey State Police, miscellaneous supplies (paint for ice, ambulance, etc.), set up fees and utilities and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

LICENSEE will be required to pay for advertising, insurance, credit card costs, stagehand labor (spotlight operators), sound board operator, video board operator, back of

house medical needs, high speed internet (\$250 installation and \$75 per additional day of use) backstage stage and barricade security (if other than house security), dressing room furniture in excess of the in-house tables and chairs that are typically provided, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI/SESAC Music License Fees, hospitality, catering, sound check or event parties, transportation and any other event related cost.

LICENSOR will provide to LICENSEE a written estimate outlining anticipated building costs and expenses no less than fourteen (14) days prior to event. A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

LICENSOR agrees to immediately notify LICENSEE'S representative of any purported damages to the Venue for which LICENSOR claims reimbursement from LICENSEE prior to any repairs being made or authorized by LICENSOR or its agents.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, diamond vision and matrix boards, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. Licensor will provide, employ or contract and control the Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, police, front of house medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the reasonable approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies at LICENSEE'S request, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets** at LICENSEE'S request, it will be reimbursed at a rate of 10% (ten percent) of sales total on groups of 20 or more. This has been agreed to by both parties for the Event.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the Event except in the case of an event of Force Majeure,, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the Event.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Freestyle Motocross

b. Production of the participants in the Event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

(a) Each party shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the Engagement and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such Commercial General Liability insurance shall have a total limit of not less than Five Million Dollars (\$5,000,000), either by an individual primary policy or through a combination of a primary and umbrella policy for bodily injury and property damage liability, personal injury liability and coverage for the negligence of any employees or agents and any contractors or subcontractors retained by the insured. The policy shall be written on an occurrence form. Each party shall name the other party as an additional insured on its Commercial General Liability insurance coverage hereunder. Neither party will do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

(b) Each party shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that such party may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

(c) LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against LICENSEE. This waiver will not apply to any deductible applied under this policy.

(d) If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its employees or agents, LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under the Property Damage Liability insurance maintained by LICENSOR.

(e) LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all of its employees and agents admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any person acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy (including the deductible).

(f) Each party shall provide certificates of all such insurance to the other party in advance of the Engagement. The policies shall also provide, and the certificates shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least thirty (30) days prior written notice given to the other party.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly applicable taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand. As defined on page one LICENSOR will remit sales tax of 7% and applicable additional taxes will be the responsibility of LICENSEE.

12. **INDEMNITY**

Each party (each, an "Indemnifying Party") agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the other party (each, an "Indemnified Party") against any and all claims for loss, injury or damages to persons or property, including, without limitation, reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim, arising out of the breach of this Agreement or the negligence of the Indemnifying Party in connection with the Engagement or any operations contemplated by this Agreement.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such agreed upon settlement items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after final settlement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE and LICENSOR agree that at all times they will conduct their respective activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and will work together to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the parties and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR reasonably deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off

power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. Except as otherwise set forth in this Agreement, LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall settle separately with ARAMARK (the exclusive merchandiser of the LICENSOR) after the Event, for the sale of Event programs, and other items of merchandise related to the Event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75% to LICENSEE/ 25% to LICENSOR with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85% to LICENSEE/ 15% to LICENSOR on CD's and DVD's only.

17. **BROADCAST RIGHTS**

It is expressly understood and agreed that Licensee shall retain all television and video recording rights, including without limitation, the right to produce a video (or recording of any type whatsoever, including a home video for resale purposes) composed in whole or in part of the Event's activities; and the Licensor grants Licensee the right to show the Venue and Licensed space in any such recording or video without any further compensation to Licensor. The Licensor has the right to require advance payment to the Licensor of any estimate related costs to be incurred by Licensor.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent that it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

Notwithstanding the above, LICENSEE permits LICENSOR to use photographs and video material for in-house promotional uses only.

18. **RECORDING**

Both parties agree that no recording, either visual or audio of any kind will be made of the Event without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. Written approval from the LICENSOR is deemed to be granted upon execution of this agreement. Should LICENSEE choose to exercise its recording privileges, it is agreed that LICENSEE will be responsible for paying any increased labor costs incurred as a result of such recording.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including reasonable legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files reasonable written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel the Event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSOR per paragraph 3 herein, including any related costs incurred by the LICENSOR. The LICENSEE shall be responsible for any excessive costs beyond the reasonable requirements of the Event.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, the labor to run such spotlight shall be paid for by LICENSEE at current rates in effect in said building. The actual spotlights themselves shall be included in the structure of the deal as outlined on pages two (2) and three (3) herein. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications. The LICENSEE shall be responsible for any excessive costs beyond the reasonable requirements of the Event.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever by LICENSEE or its employees or agents shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the Event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement provided such indemnity shall not apply to the negligence or willful misconduct of LICENSOR its agents, employees or representatives. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days written notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees or contractors admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of agents, employees or contractors admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. Notwithstanding the foregoing, LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

LICENSOR agrees to immediately notify LICENSEE'S representative of any purported damages to the Venue for which LICENSOR claims reimbursement from LICENSEE prior to any repairs being made or authorized by LICENSOR or its agents.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except on the arena floor and walls/dashers enclosing the floor, upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR. It is understood and agreed that LICENSEE'S Event shall at no time cover up Venue's permanent signage.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All Venue advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR. It is understood and agreed that the Event has sponsors and the Event sponsors shall be represented on the matrix and diamondvision boards and on the arena floor/event space provided that LICENSEE'S sponsors do not conflict with the existing exclusive sponsors of the Venue.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated.

LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole reasonable discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30 pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR and LICENSEE shall mutually determine the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to non motor sport future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or any part thereof at the times above specified, or if any material default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, the successful party in such action shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

Both parties agree not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or LICENSEE or which the LICENSOR or LICENSEE are unable to avoid by exercise of due diligence, LICENSOR and LICENSEE shall have no obligation or liability whatsoever to each other as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event and allow a reasonable chance to cure.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.


49. **CONFIDENTIALITY**

Neither party will disclose any of the terms of this Agreement, including any financial or accounting information related to the Event(s) that is the subject of this Agreement, including but not limited to, box office receipts (i.e. gross ticket sales revenue or quantity of tickets sold), rental/license fee financial terms, or any other financial information relating to receipts or expenses associated with the Event(s), to any third party without prior written permission of the other party, except (i) as may be required by a Court of law, (ii) when such disclosure is made to a party's accountants or consultants for purposes of preparing financial or tax documents necessary for the operation of its business, or (iii) where a publicly owned venue institution is required to do so pursuant to a validly issued request under the applicable Freedom of Information Act or other state laws, such as the Open Public Records Act (OPRA), or Sunshine Laws (hereafter collectively "FOIA"); provided however, that Live Nation receives written

notice from Licensor of the FOIA request at least three (3) business days prior to any such disclosure.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By


James R. Minish
Executive Vice President -- Facilities

FELD MOTOR SPORTS, INC.

By



**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Adults	\$45.00, \$30.00 & \$20.00
Children – Ages 2-12	\$45.00, \$15.00 & \$10.00

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.
- D. It is understood that LICENSOR does not collect a facility fee on tickets sold.

2. **SUITE REVENUE DISTRIBUTION**

- A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE at no additional cost.


3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:


LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

LICENSEE: A reasonable number of tickets according to show requirements.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

FELD MOTOR SPORTS, INC.

By 



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Bringing the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Ron VanDeVeen
Vice President and Associate General Manager
(201) 460-4387
Fax: (201) 507-8122
rvandeveen@njsea.com

March 1, 2007

Mark Duryea
Vice President, North American Routing and Tours
Ringling Bros.-Barnum & Bailey Combined Shows, Inc.
8607 Westwood Center Drive
Vienna, VA 22182

Re: Amendment to Agreement

Dear Mark:

The purpose of this letter is to confirm the agreement between Feld Entertainment, Inc. ("Productions") and the New Jersey Sports and Exposition Authority ("NJSEA") to amend certain provisions of the Agreement between the parties dated July 28, 1998, as well as the letter agreements/amendments dated October 17, 2003 and March 9, 2005. The parties hereby agree to amend the Agreement(s) as follows:

Paragraph 1. (a) shall be deleted and replaced with the following:

NJSEA agrees to make the Arena available to Productions for presentation of the Circus and Productions agrees to occupy the Arena for the period commencing on Wednesday, March 5, 2008, through and including Monday, March 10, 2008 and Wednesday, April 9, 2008, through and including Sunday April 13, 2008, and for such other similar periods in the years 2009, 2010, 2011 and 2012.

Paragraph 1. (d) shall be deleted and replaced with the following:

The parties will mutually agree to future dates similar to the 2008 dates for years 2009, 2010, 2011, and 2012.

March 1, 2007
Page 2

All other terms and conditions of the Agreement shall remain in full force and effect. If you are in agreement with these terms, please sign both copies of this letter, return one to my attention and retain the other for your files.

Sincerely,
New Jersey Sports and Exposition Authority



Ronald VanDeVeen
Vice President and Associate General Manager
Stadium/Arena

Agreed and Accepted
Feld Entertainment, Inc.

Mark Duryea
Vice President, North American Routing And Tours

Cc: Jim Minish, Senior Vice President, Stadium/Arena
Mark Stefanacci, Esq.

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of February, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Metropolitan Talent Presents, LLC, 100 5th Avenue, 11th floor, New York, NY 10011, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER, hereinafter referred to as the ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Iron Maiden

Date: March 14, 2008

Time: 8:00 PM -- 11:00 PM

Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 14th day of March, 2008 and to the 15th day of March, 2008 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers/exhibitors for presentation of the Event. LICENSEE will present all applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth

above, agrees to pay the LICENSOR the sum of \$75,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the Event after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public in consultation with LICENSEE.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and

subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by LICENSOR. The floor shall be General Admission.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

e. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor, Lower Tier	\$59.50
Upper Tier	\$49.50
Upper Tier	\$39.50

The \$2.00 facility fee, which the LICENSOR will be entitled to retain, is included in the ticket prices above.

The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

f. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

The LICENSOR has the right to hold seats for suite relocation for obstructed view suites due to production. These seats are complimentary.

g. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: NO COMP show except for Suite tickets.

LICENSEE: NO COMP show except for Suite tickets and promotional tickets approved by management.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1(b) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour, unless the length time is exceeded due to LICENSOR delay.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than force majeure or LICENSOR default, \$80,000 shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Iron Maiden

Lauren Harris

b. Production of the participants in the Event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE and the LICENSOR, insuring the operations of each party as contemplated by this Agreement, in addition to the contractual assumption of liability as stated within. Such General Liability insurance shall be written with a limit of not less than \$5,000,000 combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any agents or performers and any contractors or sub-contractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. Coverage may be provided under one policy naming both LICENSOR and LICENSEE as named insureds, or individual policies written with the same terms and conditions.

LICENSEE shall obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws. In addition, carry Employers Liability Coverage for a limit of not less than \$500,000.

LICENSEE agrees to obtain, at its own cost and expense, All Risk insurance on a replacement cost basis covering all personal property of the LICENSEE including property of

others used in connection with the show, with the exception of property owned by the LICENSOR. The policy shall contain a waiver of subrogation in favor of the LICENSOR.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be reasonably necessary to restore said premises to its original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided 10 days prior to the event to the LICENSOR. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all

claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the uncured breach, gross negligence or willful misconduct of LICENSEE, its agents, members, contractors, subcontractors, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there. The aforementioned indemnity provision does not apply to the extent that the liability, damage or loss results from the sole negligence or gross negligence of LICENSOR or its employees and/or agents in the operation and maintenance of the Premises.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid License Fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non-event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied, except for backstage catering, by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. Artist travels with his own tour caterer and shall pay no buyout for such right.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal:

80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the License Fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the ARTIST.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to, responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast. To the extent such claims, damages, liability, cost and expenses do not arise out of LICENSOR gross negligence.

18. **RECORDING**

LICENSEE agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer, performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas, and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. The aforementioned indemnity does not apply if loss, damage, liability or injury is due to LICENSOR sole gross negligence or willful misconduct.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. All advertising settled at Gross (4.5% commission).

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR or LICENSEE impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons, with reasonable cause.

33. **OPENING HOURS**

LICENSOR agrees to open doors for event at 7:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not reasonably possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to ARTIST approval and ARTIST contract restrictions.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above unless delay is due to LICENSOR.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

Neither LICENSOR nor LICENSEE will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee and expenses as herein agreed to be paid.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the Event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSEE or LICENSOR or which the LICENSOR or LICENSEE is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability

whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR provided however the LICENSOR agrees to notify and provide a reasonable opportunity to address the LICENSOR'S concerns. If such concerns are not properly addressed then the LICENSOR shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the LICENSEE, LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

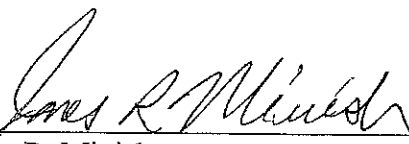
The Arena shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. **ADVANCE FUNDS**

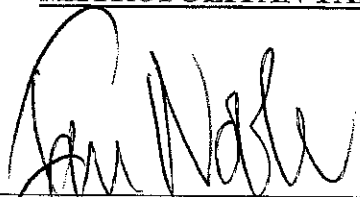
In the event that for any reason other than breach by the LICENSOR that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the LICENSOR all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the LICENSOR, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the LICENSOR from bringing direct action against the performers of the performer's entity for recovery.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

METROPOLITAN TALENT PRESENTS, LLC

By 
Ian Noble
Senior Producer

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of February, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Ardee Festivals NJ, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Mary J. Blige & Jay Z Concert – Heart of the City Tour
Date: March 28, 2008
Time: 7:30 pm – 11:00 pm
Event Length: 3 ½ hours

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 28th day of March, 2008 and to the 29th day of March, 2008 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. PAYMENT OF EXPENSES:

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. SERVICES TO BE PROVIDED BY THE LICENSOR:

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. BOX OFFICE FACILITIES:

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Jay Z
Mary J. Blige

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. PUBLIC SAFETY

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. CONCESSIONS

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. BROADCAST RIGHTS

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. WATER

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. PARKING

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. CREDENTIALS

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. DEFACEMENT OF BUILDING

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. SIGNS AND POSTERS

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. ADVERTISING

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. OCCUPANCY INTERRUPTION

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. DEFAULT

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. CIVIL RIGHTS

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. FORCE MAJEURE

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. SEVERABLE AGREEMENT

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President - Facilities

ARDEE FESTIVALS NJ, INC

By Jason Miller
Jason Miller

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
VIP Floor	\$400.00
Floor/Lower Tier	\$175.75
Upper Tier	\$99.75
Upper Tier	\$79.75
Upper Tier	\$59.75

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. SUITE REVENUE DISTRIBUTION

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.

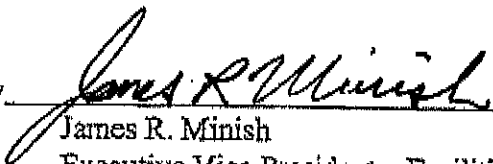
C. \$3.00 per ticket on suite tickets sold, net of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. COMPLIMENTARY TICKET DISTRIBUTION


The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

ARDEE FESTIVALS NJ, INC

By 
Jason Miller

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of February, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Ardee Festivals NJ, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Avril Lavigne Concert

Date: March 30, 2008

Time: 7:00 pm - 10:00 pm

Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 30th day of March, 2008 and to the 31st day of March, 2008 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR a License Fee based on the following scale for the number of tickets distributed for the Event:

- \$60,000 plus stagehands -- If total tickets distributed are less than 8,000
 - \$70,000 plus stagehands -- If total tickets distributed are between 8,000 - 12,000
 - \$80,000 plus stagehands -- If total tickets distributed are over 12,000
- ***total tickets distributed includes comps

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. PAYMENT OF EXPENSES:

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. SERVICES TO BE PROVIDED BY THE LICENSOR:

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants,

maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED. The floor will be General Admission.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Avril Lavigne
Boys Like Girls*

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement,

LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the

license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical

contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. WATER

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. PARKING

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. CREDENTIALS

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The

proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFAACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing

such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President - Facilities

ARDEE FESTIVALS NJ, INC

Jason Miller
By
Jason Miller

ADDENDUM A
TO THE BASIC LICENSE AGREEMENT

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

I. TICKET PRICES - CONFIGURATION

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
GA Floor/Lower Tier	\$59.50
Lower Tier/Upper Tier	\$39.75

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. SUITE REVENUE DISTRIBUTION

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.


C. \$3.00 per ticket on suite tickets sold, net of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. COMPLIMENTARY TICKET DISTRIBUTION


The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

ARDEE FESTIVALS NJ, INC

By 
Jason Miller

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of February, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and International Fight League, Inc., 424 West 33rd Street, Suite 650, New York, NY 10001 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below (hereinafter the "Event").

b. **DESCRIPTION OF EVENT:**

International Fight League – New Blood New Battles

Date: April 2 and 3, 2008 – Load In

April 4, 2008 – Event Day

Time: 7:30 pm – 11:00 pm

Event Length: 3 ½ hours

c. **TIME OF USE:** Under this Agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 2nd day of April, 2008 and to the 5th day of April, 2008 at 3:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards or such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any unauthorized area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the Event. For clarification, it is agreed that LICENSEE'S participant fees will not be included in Pot Expenses.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to the following revenue splits subject to the terms below.

"Gross Ticket Sales" shall be defined as the total sum of all tickets sold less the New Jersey State Athletic Control Board Tax and the \$3.00 facility fee. The New Jersey State Athletic Control Board Tax shall be determined by the New Jersey State Athletic Control Board's Gross Ticket Sales tax formula as defined below. The LICENSOR will be permitted to deduct the New Jersey Athletic Control Board Tax during settlement, and will remit the tax withholding directly to the New Jersey State Athletic Control Board.

New Jersey State Athletic Control Board tax formula includes a tax on the total gross receipts from the sale of tickets and on the face value of all tickets issued as complimentary tickets. The tax formula is as follows:

- 3% of the first \$25,000
- 4% of the next \$50,000
- 5% of the next \$125,000
- 6% of any amount exceeding \$200,000
- In no event shall any tax assessed under the provisions of the tax formula exceed \$100,000.

In consideration of LICENSOR and LICENSEE'S performance of its obligations, LICENSOR and LICENSEE shall each receive fifty (50%) percent of the Pot Revenues (as defined herein) less Pot Expenses (as defined herein).

"Pot Revenues" shall mean all income derived from Gross Ticket Sales, LICENSOR'S gross share of food and beverage sales received from Aramark (LICENSOR'S exclusive caterer), LICENSOR'S parking proceeds (less cost and taxes), any local sponsorship income and any of LICENSOR'S ticketing rebates or discounts.

"Pot Expenses" shall mean all mutually approved Event costs incurred by LICENSOR and LICENSEE. LICENSOR'S mutually approved expenses shall be recouped from Pot Revenues first, and LICENSEE'S expenses shall be recouped thereafter.

3. PAYMENT OF EXPENSES:

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

LICENSOR will also be required to pay for dressing room furniture, catering (backstage only - does not include additional catering required for other special events),

phones and phone charges, credit card commissions at the LICENSOR'S box office and the ASCAP/BMI/SESAC Music License Fees.

LICENSEE will be required to pay for event production, television production (including applicable venue union requirements), transportation, advertising, lodging, special hospitality functions and any other artist related costs. Notwithstanding the above, LICENSOR shall commit \$50,000 towards the Event's advertising budget.

A final settlement shall be completed no later than 30 business days after the close of the Event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. Notwithstanding, LICENSOR shall provide security, commensurate with past practices for similar events. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

c. LICENSOR hereby grants LICENSEE the exclusive right to present the Event at ARENA and LICENSOR agrees that the Event presented hereunder will be the only mixed martial arts engagement presented at the ARENA within ninety (90) days prior to and ninety (90) days following this Event, unless otherwise agreed in writing by LICENSEE. If LICENSOR confirms another mixed martial arts event after this Event, LICENSOR shall not, nor shall it permit or authorize others to, announce or advertise such event until after the completion of this Event.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event, LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the mutual approval of the LICENSOR and LICENSEE. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall be responsible for any of LICENSEE'S tickets. The

LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required. It is agreed that, in the event there are any commission fees for consigned tickets, such commission fees will be passed on to the consumer and neither LICENSEE nor LICENSOR shall be responsible for same.

d. Ticket Prices - Configuration

Net Capacity - TBD

<u>Area</u>	<u>Price</u>
Floor	\$253.00
Floor/Lower Tier	\$178.00
Lower Tier	\$128.00
Lower Tier	\$78.00
Lower Tier	\$53.00
Lower Tier/Upper Tier	\$28.00

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

e. Suites

It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats). Notwithstanding the foregoing, the parties agree that any luxury suites with obstructed views due to LICENSEE'S production shall be relocated to P4 seats, and such seats (hereinafter, "Suite Relocates") shall be considered complimentary, provided that the suite holder notifies LICENSOR of its intent to attend the Event no later than March 26, 2008, unless LICENSEE production dictates otherwise. The total number of Suite Relocates shall not exceed 180 seats, unless LICENSEE production dictates otherwise.

Suite 121, if not obstructed view due to production, shall be allocated to the LICENSEE.

f. Complimentary Ticket Distribution

Complimentary Ticket Distribution between the parties shall be mutually agreed upon between LICENSOR and LICENSEE.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, and provided LICENSOR is not at fault or in breach, there shall be an additional charge to the

LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the Event covered under this Agreement, and LICENSOR is not at fault or in breach, then LICENSOR shall have the right to seek from LICENSEE all expenses incurred by LICENSOR up until time of LICENSEE'S cancellation in connection with the Event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The parties agree that all advertising of the Event will be honest and true and will include accurate information of show times and ticket prices. The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

International Fight League

b. Production of the participants in the Event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign (further subject to paragraph 3 hereinabove).

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement (4.5% outside agency commission). Advertising account is as follows:

See paragraph 3 of this Agreement.

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the Event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$2,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory

obligations of the New Jersey Workers Compensation and Occupational Disease Laws for LICENSEE'S employees.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act or negligence of LICENSEE, its agents or employees, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted.

LICENSEE hereby assumes full responsibility for LICENSEE'S employees or agents. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

The foregoing shall not include damages, loss, injury, claims or costs due to acts, omissions or breach of LICENSOR, its employees and agents, or any third parties (and further subject to paragraph 4 hereinabove).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. COMPLIANCE WITH LAWS AND REGULATIONS

The parties shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA (provided LICENSEE is given adequate notice of such ARENA rules and regulations). If the attention of a party is called to a violation on the part of such party or any personnel employed by said party, such party will immediately desist from and correct such violation promptly upon notice of same.

11. LICENSES AND PERMITS

Except as otherwise provided herein, LICENSEE agrees to pay promptly all applicable taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon written demand.

12. INDEMNITY

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event, including reasonable attorneys' fees and court

costs, to the extent such are directly caused by the acts, omissions, or negligence of the LICENSEE. This shall apply reciprocally to both parties.

13. **LIEN**

[intentionally omitted]

14. **PUBLIC SAFETY**

LICENSEE and LICENSOR agree that at all times they will conduct their respective activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the parties and shall not be used for any purpose other than ingress and egress to and from premises by the parties, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to conducting the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise (not related to LICENSEE or its performers or participants), to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles (not relating to LICENSEE or its performers or participants) or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. Any sampling or give-aways shall be mutually agreed by LICENSEE, LICENSOR and ARAMARK.

The merchandise deal: 75/25 less taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15, less taxes and credit card commission, on CD's and DVD's only. Aramark Sells.

The foregoing is further subject to paragraph 2 hereinabove.

17. **BROADCAST RIGHTS**

LICENSOR grants to LICENSEE all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such broadcasting privileges, provided LICENSOR informs LICENSEE of such costs in advance and LICENSEE agrees to same in writing. The LICENSOR shall not charge any fee for the origination.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast. This shall exclude acts by LICENSOR.

18. **COPYRIGHTS**

LICENSOR shall be responsible for the payment of any ASCAP/BMI/SESAC fees. It is agreed that LICENSOR shall not be responsible for any other royalty payments.

19. **PERFORMANCE APPROVAL**

LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. LICENSEE agrees that if its participation in the Event contains any material in violation of this paragraph, then LICENSOR shall have the right to cancel this Agreement and pursue any damages it may have against LICENSEE in connection therewith. Notwithstanding the foregoing, LICENSOR acknowledges the nature of the Event and that such, along with its customary practices and regulations, shall not be deemed a violation of this paragraph.

20. **UTILITY CONNECTIONS**

LICENSEE shall ensure compliance with all necessary and applicable union requirements in connection with the personnel and services supplied by LICENSEE. LICENSOR shall inform LICENSEE of the terms of any trade union agreement, written or oral, affecting such personnel.

21. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever by LICENSEE shall be paid for by the LICENSEE, excluding damage caused by LICENSOR, its employees or agents, or any third party.

23. **PARKING**

Parking will be controlled and operated by the LICENSOR. Fifty (50) parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the Event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR. This is further subject to paragraph 2 hereinabove.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE (except for dressing rooms without LICENSEE permission). Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice to LICENSEE, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost

of removing the same. The foregoing shall not apply in cases where the loss, damage or theft is caused by the gross negligence of LICENSOR, its agents or employees.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. LICENSEE shall be responsible for any damages to the premises, as solely caused by LICENSEE (normal wear and tear excluded). LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of its employees and agents admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or agents and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR, which shall not be unreasonably withheld or delayed.

29. **ADVERTISING**

All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

LICENSOR and LICENSEE agree to consult with each other on any potential sponsorships that each party may be soliciting for the Event. The parties agree not to sell anything that may go against another party's exclusive sponsor or sponsor category. LICENSOR agrees provide to LICENSEE a list of LICENSOR'S ARENA exclusive sponsors.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence beyond the parties' reasonable control shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee or any expenses or fees and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated, and LICENSEE shall have no further obligations and/or liabilities in connection therewith. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the same. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE

will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR, and LICENSEE shall have no further obligations and/or liabilities in connection therewith.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the reasonable right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right, provided LICENSOR acted reasonably.

32. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the reasonable and good faith right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public. With the exception of refunds due to unsuccessful relocation of obstructed seats to comparable seats, LICENSOR shall obtain written documentation of any ticket refunds, signed by the patron seeking refund.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety, as mutually agreed by LICENSEE, and provided such announcements do not interrupt or interfere with the Event. LICENSEE agrees that it will reasonably cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles, unless such belongs to such persons.

37. **NON-ASSIGNMENT**

LICENSEE and LICENSOR will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of the other.

38. **DEFAULT**

[intentionally omitted]

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, act of terror, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the reasonable control of the parties or which the parties are unable to avoid by exercise of due diligence, LICENSOR and LICENSEE shall have no obligation or liability whatsoever to the other as a result thereof.

41. **RIGHT TO CANCEL**

[intentionally omitted]

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for solely with respect with decisions relating to venue and/or union matters, shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. RELATIONSHIP

The relationship created by this Agreement is that of independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. ARENA NAME

The ARENA shall at all times be known as IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President - Facilities

INTERNATIONAL FIGHT LEAGUE, INC.

By Mark A. Selva 3/21/08
Mark A. Selva
Senior Vice President, Live Events

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of December, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Berkeley College, 3 East 43rd Street, New York, NY 10017, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Berkeley College Commencement Exercises

The Theater at Continental Airlines Arena

Date: April 25, 2008

Event Time: 9:00 AM – 12:30 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 25th day of April, 2008 and to the 25th day of April, 2008 at 1:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit

for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$10,000.

A non-refundable deposit of \$10,000 is due upon contract signing but no later than March 5, 2008.

A \$25,000 deposit against expenses is due by Wednesday, April 2, 2008.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) and 1(c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called

for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Berkeley College Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original

condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news

broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical

contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The

proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing

such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 8:00 AM.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

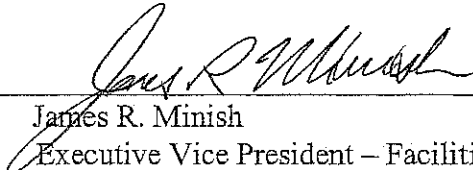
45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

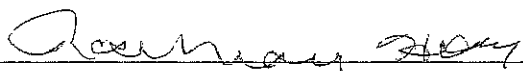
46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

BERKELEY COLLEGE

BY 
Dr. Rose Mary Healy
President

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of February, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Event Services, Inc., a wholly owned subsidiary of World Wrestling Entertainment, Inc. P.O. Box 3857, 1241 East Main Street, Stamford, Conn. 06902 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

WWE presents Monday Night Raw

Date: April 28, 2008

Time: 8:00pm – 11:30pm

Event Length: 3 hours 30 minutes

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00am on the 28th day of April, 2008 and to the 29th day of April, 2008 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of 15% of gross admissions revenues, plus a flat expense fee of \$20,000. Gross admissions revenues shall be defined as the total amount derived from the sale of tickets less only the NJ State sales tax. The Authority will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the Authority for the production of the Event.

The LICENSEE will be required to pay for stagehands, insurance, credit card charges, phone charges, ASCAP/BMI Music License Fee, lights, sound, staging, valet service, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel (excluding stagehands) required to move-in the Event, operate the Event and move-out the Event. Authority retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime

resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the AUTHORITY all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the AUTHORITY undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total for groups of 15 or more on ticket prices \$35.00 and \$25.00 and up to 200 seats priced at \$50.00 and up to 200 seats priced at \$40.00. Prices are \$5.00 off each ticket's regular price.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

TBD

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE and the AUTHORITY, which insures all operations of the AUTHORITY and LICENSEE contemplated by this Agreement, and at the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any agents or performers and any contractors or sub-contractors retained by the LICENSEE. Coverage may be provided under one policy naming both AUTHORITY and LICENSEE as named insured or separate policies may be provided.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or

with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 75% to WWE, Inc. 25% to ARAMARK.
ARAMARK to provide and pay for sellers. Taxes, bootleg security and credit cards off the top.

17. **BROADCAST RIGHTS**

AUTHORITY grants all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSEE shall be responsible for any additional union labor or fees due to the broadcast.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including,

but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

AUTHORITY grants to LICENSEE the right to record, either visual or audio the event. LICENSEE shall be responsible for any additional union labor or fees due to filming, taping or recording the event. LICENSEE will negotiate the fees directly with Local 632.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, (other than existing building spots), or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 7:00pm

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

**EVENT SERVICES, INC.
STANDARD CONTRACT ADDENDUM**

1. COMPLIMENTARY TICKETS

Complimentary tickets shall be under the exclusive control of Event Services, Inc a wholly-owned subsidiary of World Wrestling Entertainment, Inc. and shall be issued in an amount deemed necessary by Event Services, Inc. for the purpose of promoting this event. For the purpose of settlement, where permitted by law, complimentary tickets shall have a \$0 face value. *Notwithstanding the above, the Authority shall have the right to use up to 50 complimentary tickets at its discretion.*

2. PARKING

It is agreed that all venues with parking facilities shall provide free parking to Event Services, Inc. and World Wrestling Entertainment, Inc. talent and agents on a first come first serve basis upon presentation of appropriate Event Parking Permits.

3. TICKET MANIFEST

Licensor/Lessor shall provide Event Services, Inc. as soon as practicable, but in no case less than two weeks prior to the event, with a complete manifest setting forth the number of tickets for the event, ticket pricing and other related information.

4. CONCESSIONS

Neither the licensor/lessor nor his concessionaire shall sell its own souvenirs, novelty items, t-shirts, programs, DVD's, CD's or Videos at this event. Only official World Wrestling Entertainment, Inc. merchandise provided by World Wrestling Entertainment, Inc. shall be sold. Licensor/Lessor further acknowledge that no intermission will be held for Event Services Inc./World Wrestling Entertainment, Inc. Televised or Pay Per View events.

5. GROUP TICKETS

Group Sales will be offered by the Licensor/Lessor with the prior approval of Event Services, Inc. *See Section 5(d) of venue contract.*

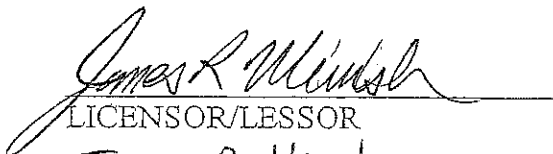
6. CLUB SEATS/SUITES

No Club Seats or Suites are to be sold at premiums unless approved by Event Services, Inc.

7. ANCILLARY RIGHT

LICENSOR/LESSOR shall not cause or allow any person or entity to videotape, film, photograph, record, distribute, communicate, publish, transmit, broadcast, exhibit, or reproduce in any manner whatsoever for any media whatsoever whether now known or hereinafter devised ("Record") any activities surrounding the Event at the venue, which include, but are not limited to the following: set-up, staging, rehearsals, meetings, prerecording elements, the Event itself, and any other WWE-related activities during the term of the contract without the express prior written consent of WWE ("Protected Activities"). If LICENSOR/LESSOR directly or indirectly cause, or allow any person or entity to Record such Protected Activities, WWE shall be entitled to equitable relief and such other relief as any court of competent jurisdiction may deem just and proper.

LICENSOR/LESSOR certifies that the venue may be photographed, videotaped or otherwise recorded by WWE in connection with the Event. LICENSOR/LESSOR grants WWE the sole and exclusive right, including the right to authorize others, to use and incorporate any photographs and/or footage obtained at the venue, in connection with any exploitation, advertising, promotion and/or packaging, including but not limited to, publications, radio, television, home video or other motion picture programs or sound recordings ("Products") at such times and in such manner as WWE may elect in perpetuity throughout the world, and to publish and/or broadcast, exhibit and/or exploit and/or reproduce the same in any and all media, whether now or hereinafter known or devised. LICENSOR/LESSOR further acknowledges and agrees that WWE shall be under no obligation to use or exploit the photos and/or footage obtained at the venue; that LICENSOR/LESSOR shall not be entitled to any further payments, residuals, monies or other compensation arising out of WWE's exploitation of the photos and/or footage in any manner and that the photos and/or footage shall be the sole and exclusive property of WWE in perpetuity. In this regard, the photos and/or footage shall be deemed created for the benefit of WWE as a work made for hire as defined in the United States Copyright Act of 1976. *Notwithstanding the above, WWE agrees to comply with all payments of any recording made in the venue as per paragraph 18 of the lease contract.*


LICENSOR/LESSOR

James R. Minish
Executive Vice President
Facilities


LICENSEE/LESSEE

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

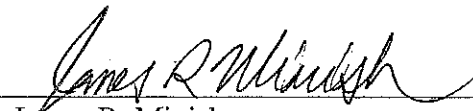
The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**

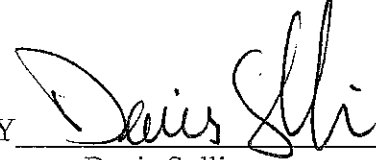
The ARENA shall at all times be known as IZOD CENTER or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

***Addendum annexed hereto is incorporated herein
and subject to the terms of this agreement**

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

EVENT SERVICES, INC.

BY 
Denis Sullivan
Vice President – Event Booking

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. TBD – Using curtain system

<u>Area</u>	<u>Price</u>
Floor	\$75.00
Floor, Lower Tier	\$50.00
Lower Tier	\$40.00
Upper Tier	\$35.00
Upper Tier	\$25.00

B. The AUTHORITY shall have the right to cause to be set aside for its purchase up to TBD tickets per show.

C. The AUTHORITY has the right to hold seats for suite relocation for obstructed view suites due to production. These tickets are complimentary.

2. SUITE REVENUE DISTRIBUTION

A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSEE: 1% of capacity of which 50 tickets shall be allocated to the AUTHORITY per show.



NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President – Facilities

EVENT SERVICES, INC.

BY Denis Sullivan
Denis Sullivan
Vice President – Event Booking

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of April 2008 by and between the New Jersey Sports and Exposition Authority ("LICENSOR") and Ardee Festivals NJ, Inc., 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as the LICENSEE. In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** LICENSOR hereby grants to LICENSEE and LICENSEE hereby accepts from LICENSOR the license to use the Premises (described below) for the purpose of staging an outdoor concert festival on May 2, 3 & 4, 2008 (hereinafter collectively referred to as the "Event").

LICENSEE has inspected parking lots 9, 11 & 14 of the Sports Complex located west of Giants Stadium in East Rutherford, New Jersey ("Licensed Area"), which shall be the site of the Event. LICENSEE hereby accepts the Licensed Area "as is" as suitable for LICENSEE'S intended use. LICENSOR makes no representations as to the condition or fitness for any use of the Licensed Area except as may be requested by LICENSEE and approved in writing by the LICENSOR. LICENSEE shall make no alterations or modifications to or within the Licensed Area without the written consent of the LICENSOR.

Notwithstanding the foregoing, the Licensed Area shall also include use of portions of Giants Stadium including, without limitation, access tunnels, locker rooms (except those of the professional franchises), restrooms, ticket booths, adjacent parking facilities, Stadium Club dining areas and all other facilities of the Stadium utilized in presenting the event subject to the approval of the LICENSOR.

b. **DESCRIPTION OF EVENT:**

The Bamboozle Festival

Dates: May 2, 3 & 4, 2008

Time(s): May 2 – 5:00 PM – 11:00 PM

May 3 – 11:30 AM – 11:00 PM

May 4 – 11:30 AM – 11:00 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the Licensed Area from 8:00 a.m. on the 30th day of April, 2008 and to the 5th day of May, 2008 at 6:00 p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the Licensed Area as agreed to by the parties. Notwithstanding the foregoing, the LICENSEE will only be able to occupy Lot 9A, the practice bubble and the New York Giants Players Lot from 6:00 p.m. on the 2nd day of May, 2008 and to the 5th day of May, 2008 at 5:00 a.m.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S STADIUM/ARENA Manager upon demand.

2. **LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the Licensed Area for the purpose of, and at the times set forth above, agrees to pay the LICENSOR a License Fee based on the following Gross Ticket Sales (as defined below) scale for the Event:

- \$0 plus expenses – If Gross Ticket Sales are under \$1,800,000
- \$20,000 plus expenses – If Gross Ticket Sales are between \$1,800,000 - \$2,599,999
- \$40,000 plus expenses – If Gross Ticket Sales are between \$2,600,000 - \$3,300,000
- \$60,000 plus expenses – If Gross Ticket Sales are over \$3,300,000

Gross Ticket Sales shall be defined as the total sum of all tickets sold less the 7% New Jersey State Sales tax and the \$2.00 facility fee. Sales tax shall be determined by the Ticketmaster tax audit. The LICENSOR will deduct the 7% New Jersey State Sales tax during settlement, and will remit the tax withholding directly to the New Jersey Division of Taxation. Should the LICENSEE require additional time for move-in or move-out there may, at the sole discretion of the LICENSOR, be imposed an additional rental fee of up to \$15,000 per day.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to their portion of the box office receipts and all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to move in, set up, tear down, move out and those set forth in paragraphs 4a and 4b incurred by the LICENSOR for the production of the Event deemed necessary by the LICENSOR. A preliminary settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damage, if any, has occurred to the premises, any portion thereof, or its equipment including terraplas and the grass field. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 100 business days after the close of the Event.

Notwithstanding the foregoing and subject to Section 51 of this Agreement, LICENSOR agrees to pay 100% of the cleaning costs associated with the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its Licensed Area, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any Licensed Area damages sustained. The payment for damages shall be the direct and sole

responsibility of the LICENSEE. A final settlement shall be completed no later than 100 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The Licensed Area will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public.

5. **BOX OFFICE FACILITIES:**

(a) Ticketmaster and LICENSOR shall be the approved ticketing agent for the Event. LICENSOR shall furnish LICENSEE a copy of the ticket printer's manifest. LICENSOR shall furnish LICENSEE a box office statement after each Event.

(b) LICENSEE shall pay LICENSOR all indirect and direct costs of the accounting, auditing and sale of tickets. The setup configuration shall be arranged through and subject to approval of LICENSOR. ALL SEATING FOR THE EVENT WILL BE GENERAL ADMISSION.

(c) All entry to the Premises on Event dates shall be by ticket only purchased at the full ticket price except for employees of LICENSEE and LICENSOR. LICENSOR will provide, as soon as practicable on the night of each confirmed concert, a count of all tickets deposited in the Stadium's drop boxes.

(d) All ticket sales for the Event to be staged under this Agreement shall be made under the direction, control, and supervision of the Stadium/Arena Box Office Manager, and the receipts from all such sales, whether made by the LICENSOR or the LICENSEE shall be held by the LICENSOR until a completion of the Event for the express purpose of securing payment of all sums of money due or to become due to the LICENSOR hereunder.

(e) Consignment of tickets - Payment for consigned tickets or return of unsold consigned tickets must be made in whole to the Arena box office no later than 3 days prior to the event.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the Event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and

LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

(a) Should the LICENSEE fail to provide the necessary materials, personnel or supervision necessary to properly operate the Event, the LICENSOR may charge the LICENSEE for any extra services which may be reasonably necessary to perform LICENSEE'S obligations including, but not limited to, staff, materials or refunds resulting from the Event not being conducted on time, due to LICENSEE failure to fulfill its obligations under this Agreement. The LICENSEE hereby agrees to accept the premise equipped as is and further agrees to pay any and all expenses incurred by the LICENSOR for restoring the premise, any portion thereof, its site or equipment at the termination of this Agreement to the original condition, ordinary wear and tear excepted.

(b) LICENSEE agrees to incorporate LICENSOR'S reasonable recommendations relating to the set-up and conduct of the Event based on LICENSOR'S experience with staging similar events at the Sports Complex.

(c) LICENSEE certifies and attests that it has a valid, properly executed and compatible contracts with the PERFORMERS whose service forms the basis for this use of the Stadium. The acts to be supplied by the LICENSEE are referenced to in Addendum B, which is attached to this Agreement.

(d) Productions of the participants in the event.

(e) Payment to the PERFORMERS of all moneys due under and all contractual arrangements with them.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE, its contractors and subcontractors shall provide evidence of workers' compensation insurance for those employees working on the Licensed Area premises; and such workers' compensation insurance policies shall insure the obligations of such entity under the New Jersey Workers Compensation and Occupational Disease Laws with respect to the performance of the services to be provided by such entity at the Event. Evidence of such insurance coverage shall be provided to the LICENSOR at least ten (10) days prior to the Event.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said Licensed Area or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said Licensed Area and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of the Licensed Area shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of the Licensed Area, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or

ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, access gates, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the Licensed Area or because of maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

LICENSOR reserves all rights with respect to the sale of concessions in the Stadium and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, candies, sandwiches, beverages, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the Event

or during any intermission which might be provided during the Event and shall receive no portion of the proceeds therefrom.

The LICENSEE shall enter into a separate agreement with ARAMARK for the sale of Event programs, and other items of merchandise related to the Event such as T-shirts, novelties, visors, sweatshirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval of the LICENSOR. LICENSOR will use its best efforts to prohibit the unauthorized sale or distribution of novelties or other items not authorized for the Event.

The merchandise deal for the Event is as follows:

ARAMARK has agreed to a \$40,000 merchandise buyout for the Event. LICENSEE will pay to LICENSOR the buyout fee and LICENSOR will remit the payment to ARAMARK.

LICENSEE warrants and represents that each band selling merchandise on their own will be responsible for remitting all applicable New Jersey State Sales taxes and any other fees or licenses needed to sell merchandise pursuant to all Federal and New Jersey State Laws and hold LICENSOR harmless for any claims or damages from LICENSEE'S failure to comply with such laws.

17. **BROADCAST RIGHTS**

LICENSEE reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the Licensed Area during the terms of this Agreement. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such broadcast privileges. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the Event or Events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such recording privileges.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the

LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect at the Sports Complex. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

(a) LICENSOR shall furnish an adequate number of parking spaces for the public and adequate personnel to man such parking facilities, at locations convenient to the Premises.

(b) Parking will be controlled and operated by LICENSOR, which will retain and be entitled to all receipts from said parking. 25 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the Event, plus parking for trucks, busses and working personnel. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR. Notwithstanding the above, LICENSOR will charge \$15.00 per car for each event day. Parking revenues shall be split as follows:

\$10.00 per car – LICENSOR

\$5.00 per car - LICENSEE

(c) LICENSEE pledges its assistance in working out the most efficient traffic and parking plan possible both during the load-in and load-out periods and during the Event for the accommodation of LICENSEE and the general public.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA/STADIUM manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said Licensed Area and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said Licensed Area or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF PREMISES**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said Licensed Area or any stakes driven into ground in the Licensed Area nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said Licensed Area or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said Licensed Area and premises and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times

sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

It is understood by the LICENSOR that the LICENSEE will sell sponsorships for the Event covered by this Agreement and be entitled to display temporary advertising signage at approved locations provided by the LICENSOR. LICENSOR shall also be permitted to sell event sponsorships and be entitled to a 20% commission on the sale of such sponsorships.

Notwithstanding the foregoing, all sponsorships of the LICENSEE shall not conflict or compete with existing exclusive sponsors of the LICENSOR. LICENSEE agrees to provide LICENSOR with a written list of Event sponsors ten (10) days prior to the Event.

31. **OCCUPANCY INTERRUPTION**

In case the Licensed Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the STADIUM/ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the Licensed Area. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

May 2 – 5:00 PM
May 3 – 11:30 AM
May 4 – 11:30 AM

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to exit the Licensed Area.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the Licensed Area by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought to enforce the terms of this Agreement shall be filed in a court located in the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **LICENSEE COMPLIANCE WITH UNION REQUIREMENTS**

LICENSEE shall ensure compliance with all necessary union requirements in connection with the personnel and services supplied by LICENSEE. LICENSOR shall inform LICENSEE of the terms of any trade union agreement, written or oral, affecting such personnel.

49. **AUTHORITY TO CONTRACT**

LICENSOR and LICENSEE each represent that it has the power to enter into this Agreement and to grant or receive, as the case may be, the license herein granted, that the consent of no other person or entity (governmental or otherwise) is required in connection therewith, and that this Agreement constitutes a valid and binding obligation of LICENSOR and LICENSEE, enforceable against it in accordance with the terms hereof.

50. **AMUSEMENT RIDES**

Should LICENSEE choose to provide amusement rides for LICENSEE'S Event, LICENSEE shall and its contractors, vendors and subcontractors shall conform to and comply with all of the laws of the United States and the State of New Jersey and the written rules and regulations of the New Jersey regulatory agencies which license and oversee carnival rides and amusement games (including inspections). If the LICENSOR notifies LICENSEE of a violation of any such laws, rules or regulations by any of the aforementioned parties, LICENSEE shall, in the case of any violation by LICENSEE or its employees, contractors, vendors or subcontractors immediately desist from and correct such violation. LICENSOR retains sole right of approval of all amusement rides to be operated at LICENSEE'S Event and the location(s) for such amusement rides.

LICENSEE, its contractors, vendors and subcontractors shall provide evidence of workers' compensation insurance for those employees working on the Licensed Area; and such workers' compensation insurance policies shall insure the obligations of such entity under the New Jersey Workers Compensation and Occupational Disease Laws with respect to the performance of the services to be provided by such entity at LICENSEE'S Event. Evidence of such insurance coverage shall be provided to the LICENSOR at least ten (10) days prior to the commencement of LICENSEE'S Event.

LICENSEE shall obtain evidence of Commercial General Liability insurance from all contractors, vendors and subcontractors in an amount equal to at least \$5,000,000 per occurrence (combined single limit) including personal injury and product liability coverage. Each policy shall name LICENSOR and LICENSEE as additional insureds with respect to all operations associated with LICENSEE'S Event.

LICENSEE shall not permit any contractor, vendor or subcontractor to provide any services relating to LICENSEE'S Event unless appropriate evidence of insurance coverage with respect to such contractor, vendor or subcontractor has been provided to LICENSOR.

LICENSEE shall obtain a signed Indemnification Agreement from each contractor, vendor or subcontractor which contains an agreement from such contractor, vendor or subcontractor to indemnify the LICENSOR with regard to any claims that arise out of such

contractor's, vendor's or subcontractor's operations relating to LICENSEE'S Event to the extent not otherwise covered by the insurance referenced in Paragraph 9 hereof.

51. **BAMBOOZLE FESTIVAL 2009**

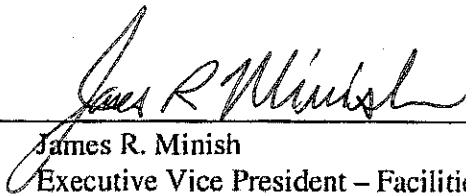
Except as otherwise provided for within this Section, LICENSOR and LICENSEE hereby agree that the financial terms outlined in this Agreement for the Event shall be the same financial terms for Bamboozle Festival 2009, provided that event date(s) and times are similar in nature to those for the 2008 Event.

It is understood by LICENSOR and LICENSEE that the Licensed Area as described in Section 1(a) of this Agreement for the Event may not be in the same location for Bamboozle Festival 2009. The location for Bamboozle Festival 2009 shall be at the sole discretion of the LICENSOR.

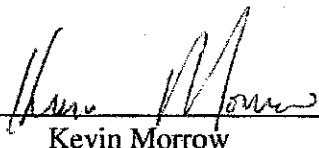
LICENSOR and LICENSEE shall mutually agree upon date(s) for Bamboozle Festival 2009, subject to any agreements entered into by LICENSOR for any of LICENSOR'S franchises contractual obligations.

The parties agree that the facility fee for Bamboozle Festival 2009 will be \$3.00, which shall be split between the parties 50% LICENSOR / 50% LICENSEE. The facility fee is subject to the 7% New Jersey State Sales Tax.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

ARDEE FESTIVALS NJ, INC

By 
Kevin Morrow

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES – CONFIGURATION**

- A. Capacity – TBD – Must be approved by the New Jersey Department of Community Affairs

- B. Ticket Prices
 - Friday Single Day - \$27.00
 - Saturday and Sunday Single Day - \$49.50
 - Saturday/Sunday – Two Day Pass - \$95.00
 - Friday/Saturday/Sunday – Wayne’s Gold-In VIP Package – Three Day Pass - \$250.00

A \$2.00 facility fee is included in the ticket prices above and LICENSOR is entitled to keep such revenue; provided that LICENSOR shall pay one dollar (\$1.00) of such revenue to LICENSEE at settlement. The facility fee is subject to the 7% New Jersey State Sales tax.

- C. The LICENSOR shall have the right to cause to be set aside for its purchase up to 500 tickets per day.

- D. Customary prohibitions as approved by the LICENSOR shall be printed on event ticket.

2. **SUITES**


There will be no suites in use for this Event.

3. **COMPLIMENTARY TICKET DISTRIBUTION**


The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

ARDEE FESTIVALS NJ, INC

By 
Kevin Morrow

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ^{17th} ~~10th~~ day of ^{March} ~~March~~ 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Ardee Festivals NJ, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Van Halen Concert

Date: ~~March 23, 2008~~ ^{May 13, 2008}
Time: 7:30 pm - 11:00 pm
Event Length: 3 1/2 hours

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 13th day of ~~March~~ ^{May} 2008 and to the 14th day of ~~March~~ ^{May} 2008 at 3:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

James R. [Signature]

[Signature]

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$46,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Van Halen
Ryan Shaw*

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

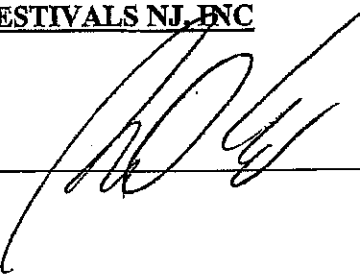
48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

ARDEE FESTIVALS NJ, INC

By 
Phil Ernst

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier/Upper Tier	\$149.50
Lower Tier/Upper Tier	\$79.50
Upper Tier	\$49.50

The ticket price includes a \$2.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**


- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.
- C. \$3.00 per ticket on suite tickets sold, net of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

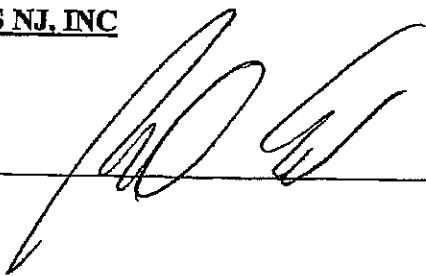
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

ARDEE FESTIVALS NJ, INC

By 
Phil Ernst

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of December, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and New Jersey City University, 2039 Kennedy Blvd., Jersey City, New Jersey 07305 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

New Jersey City University Commencement Exercises
IZOD Center
Date: May 14, 2008
Event Time: 9:30am – 1:00pm

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 14th day of May, 2008 and to the 14th day of May, 2008 at 1:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit

for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than March 5, 2008.

A \$25,000 deposit against expenses is due by Friday, April 11, 2008.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) and 1(c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called

for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

New Jersey City University Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$1,000,000 (one million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (five million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original

condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

Between the LICENSEE and the LICENSOR, subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, and subject to the provision of subsection below, shall be responsible for, and shall at it's own expense, defend itself against any and all suits, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising out of or in connection with any act or omission of the LICENSEE, its employees, agents or officers, in the performance of the obligations assumed by the LICENSEE pursuant to the Agreement. The LICENSEE hereby releases LICENSOR and their agents and representatives from any an all liabilities, claims, losses, costs, expense and demand of the LICENSEE'S performance of the obligations assumed by the LICENSEE pursuant to this agreement.

- (a) Between the LICENSEE and the LICENSOR, the LICENSOR shall be responsible for, and shall at its own expense, defend itself against any and all suites claims, losses, demands or damages of whatsoever kind of nature, arising out of or in connection with any act of omission of LICENSOR in the performance of the obligations assumed by LICENSOR pursuant to this agreement. LICENSOR hereby releases the LICENSEE from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under LICENSEE or federal law, solely out of or in connection with LICENSOR'S performance of the obligations assumed by LICENSOR pursuant to this Agreement.

- (b) In the event the LICENSEE contracts out any services to third parties contemplated by this Agreement, the LICENSEE shall cause such entity to hold harmless and indemnify Licensor from all losses, claims and expenses, including, but not limited to, attorney's fees, resulting from the Agreement, and, at the request of LICENSOR will supply proof of such indemnification.
- (c) LICENSEE will be solely responsible for the conduct and activities of LICENSEE'S employees, agents, contractors, guests and invitees and, for the purpose of the Agreement, such conduct and activities shall be deemed conduct and activities of LICENSEE. LICENSEE and its employees, agents, contractors, guests and invitees will abide by all reasonable rules and regulations adopted by LICENSOR for the use, occupancy and operation of the Premises and the Facility.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during

any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraph 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized

event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 8:00 AM.

33. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

34. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

35. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

36. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

37. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

38. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

39. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

40. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is

unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

41. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

42. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

43. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

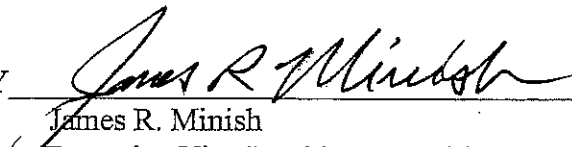
44. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


45. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

NEW JERSEY CITY UNIVERSITY

BY 
Aaron Aska
Vice President for Administration and Finance

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of November, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Bergen Community College, 400 Paramus Road, Paramus, NJ 07652, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Bergen Community College Commencement Exercises

IZOD CENTER - Theater

Date: May 15, 2008

Event Time: 9:00 AM -- 12:30 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 15th day of May, 2008 and to the 15th day of May, 2008 at 1:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit

for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$10,000.

A non-refundable deposit of \$10,000 is due upon contract signing but no later than March 5, 2008.

A \$30,000 deposit against expenses is due by Wednesday, April 30, 2008.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the Event after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting; utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between Event clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a

penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Bergen Community College Commencement Exercises

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the sums paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSEE shall be responsible for paying to LICENSOR such sums not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by

this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

LICENSOR agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSEE against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSOR or any contractor or subcontractor of the LICENSOR, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSOR. This obligation includes reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of

any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. BROADCAST RIGHTS

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

LICENSOR hereby agrees that LICENSEE may broadcast the commencement exercises via the Internet through a webcast and that LICENSOR will not require a payment for that privilege and shall not charge any fee for the origination of the broadcast. LICENSEE hereby agrees that, in accordance with any applicable union requirements governing LICENSOR'S employees for such recordings/webcasts, LICENSEE shall be responsible for payment to LICENSOR for any costs as a result of such recording/webcast.

17. RECORDING

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval

from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR such additional sums as shall be

necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of Event times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or Event material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 8:00 AM.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the parties or which the parties are unable to avoid by exercise of due diligence, LICENSOR and LICENSEE shall have no obligation or liability whatsoever to each other as a result thereof. In the event of a Force Majeure circumstance, LICENSOR will refund any pre paid expenses and rental to LICENSEE.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

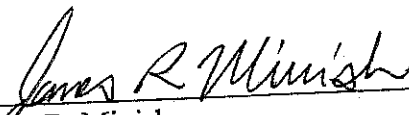
46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

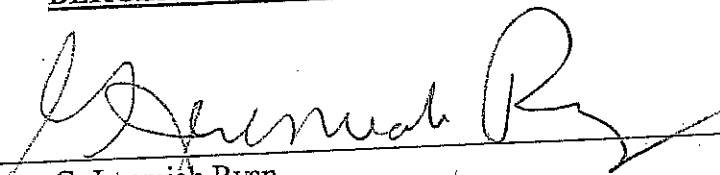
47. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President - Facilities

BERGEN COMMUNITY COLLEGE

BY 
G. Jeremiah Ryan
President

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and ~~Ardee Festivals NJ, Inc.~~ at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

Live Nation Worldwide, Inc.

WITNESSETH

I. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Z100's Zootopia 2008

Date: May 16, 2008 – Load In

May 17, 2008 – Event Day

Time: 12:00 pm – 6:00 pm – Festival

7:30 pm – 11:00 pm – Event Time

Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 16th day of May, 2008 and to the 18th day of May, 2008 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$105,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation, any elements required to produce an outdoor concert or festival and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such

special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

<i>Danity Kane</i>	<i>Jonas Brothers</i>	<i>Sara Bareilles</i>
<i>Ferras</i>	<i>Miley Cyrus</i>	<i>Simple Plan</i>
<i>Gavin DeGraw</i>	<i>New Kids on the Block</i>	
<i>Jesse McCartney</i>	<i>One Republic</i>	

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or

with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 70/30 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

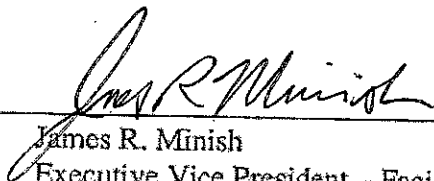
47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

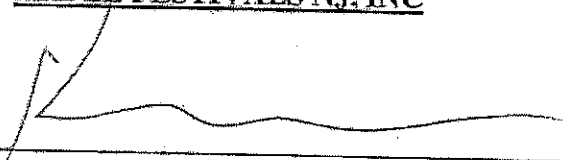
48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

ARDEE FESTIVALS NJ INC

By 

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$288.00
Floor/Lower Tier	\$228.00
Lower Tier/Upper Tier	\$145.00
Upper Tier	\$78.00
Lower Tier/Upper Tier – NO VIEW	\$33.00

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. SUITE REVENUE DISTRIBUTION


- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

ARDEE FESTIVALS NJ, INC

By 

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of December, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Fairleigh Dickinson University, 1000 River Road, H-DH3-04, Teaneck, New Jersey 07666-1914 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Fairleigh Dickinson University Commencement
Date: May 20, 2008
Time: 10:00am – 1:00pm
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 20th day of May, 2008 and to the 20th day of May, 2008 at 1:00p.m, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this

permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than May 7, 2008.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

This paragraph is purposely left blank

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Fairleigh Dickinson University Commencement Exercises

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The AUTHORITY shall be listed as additional insured under such policy.

AUTHORITY shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the AUTHORITY, which insures all operations of the AUTHORITY contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the AUTHORITY. The Licensee shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to AUTHORITY such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY's premises.

Certificates of all such insurance shall be provided to the AUTHORITY not less than seven (7) days prior to each season. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S

property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to

require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the

termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full

responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 8:30am.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**


This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

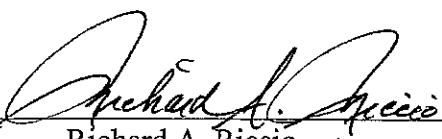
BY



James R. Minish
Executive Vice President – Facilities

FAIRLEIGH DICKINSON UNIVERSITY

BY



Richard A. Riccio
Vice President for Administration

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of January, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and the University of Medicine and Dentistry of New Jersey, 65 Bergen Street, University Heights Newark, NJ 07107, hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

UMDNJ Commencement Exercises

Date: May 21, 2008

Event Time: ~~TBD~~ Ceremony begins at 10:00am

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 21st day of May, 2008 and to the 21st day of May, 2008 at 6:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

INITIAL HERE
<i>[Signature]</i>

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than February 22, 2008.

A \$25,000 deposit against expenses is due by Friday, April 25, 2008.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) and 1(c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

University of Medicine & Dentistry of NJ Commencement Exercises

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement,

LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to

require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

Licensee's agents shall have the right to record the event for personal use.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

INITIAL HERE	
JM	DP

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit; and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or

otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons

of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at TBD.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. **RELATIONSHIP**


The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.


NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY


James R. Minish
Executive Vice President – Facilities

UNIVERSITY OF MEDICINE & DENTISTRY OF NEW JERSEY

BY


Francis X. Colford
Vice President for Finance and Treasurer


Approved As To Legal Form

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of January 2008 by and between the New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer or ARENA Manager, hereinafter referred to as "AUTHORITY", and MONTCLAIR STATE UNIVERSITY, Upper Montclair, New Jersey 07043 hereinafter referred to as "PERMITTEE".

WITNESSETH

A. USE OF PREMISES:

1.a. ARENA: Under the terms and conditions herein, Authority grants PERMITTEE a non-assignable right to use and occupy such portions of the IZOD CENTER, hereinafter "ARENA", described as follows: the Main Arena, and all entryways, vestibules, concourses, seating areas, parking lots, roadways, and patron conveniences associated with maximum usage of the Main Arena. In addition, certain locker rooms and lounges will be designated from existing space for use by the commencement participants as wardrobe and changing rooms.

b. DESCRIPTION OF EVENT:

Montclair State University Commencement Exercises

Date: May 23, 2008

Time: 10:00am

2. TIME OF USE: Under this agreement, PERMITTEE is entitled to use and occupy those portions of ARENA described herein from 6:00 a.m. on the 23rd of May 2008 and terminating at 3:00 p.m. on the 23rd of May 2008.

Event Time is 10:00 a.m. Doors open at 8:30 a.m.

B. LICENSE FEE:

In consideration of this permit for occupancy and use of the Arena, PERMITTEE agrees to pay AUTHORITY the sum of \$20,000.00 (twenty thousand) payable on or before May 9, 2008. In addition, PERMITTEE shall reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the event, which is the subject of this Agreement.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to PERMITTEE.

TERMS AND CONDITIONS OF PERMIT

1. APPROVAL OF CONTRACTS

It is agreed that this contract will not be in force until it has been signed by both parties. In the event approval is denied, the deposit will be refunded to PERMITTEE.

2. CANCELLATION BY PERMITTEE

Should PERMITTEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full license fee guarantee as called for by this Agreement shall be payable by PERMITTEE to AUTHORITY as liquidated damages, not as penalty, and PERMITTEE agrees to also pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

3. INSURANCE

See Attachment "A"

4. COMPLIANCE

PERMITTEE agrees that every person connected with PERMITTEE'S use of said building shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the AUTHORITY for the government and management of said building, together with all rules and regulations of the Police and Fire departments of the City of East Rutherford, and, if the attention of said PERMITTEE is called to a violation on the part of PERMITTEE or any personnel employed by or admitted to said premises by said PERMITTEE, said PERMITTEE will immediately desist from and correct such violation.

5. LICENSE AND PERMITS

PERMITTEE agrees to pay promptly all taxes, excise or license fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and PERMITTEE agrees to provide evidence of same to AUTHORITY upon demand in a form and a time requested by the AUTHORITY.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section A.2 above, there shall be an additional charge to the PERMITTEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. DAMAGE TO PROPERTY OF PERMITTEE

The AUTHORITY shall have no responsibility whatsoever for any damage to property of the PERMITTEE or its agents which is placed on the AUTHORITY'S site or facilities or parking lots.

8. PUBLIC SAFETY

PERMITTEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All areas of public access and assembly and all ways of access to public utilities shall be kept unobstructed by the PERMITTEE and shall not be used for any purpose other than ingress and egress to and from premises by the PERMITTEE, unless otherwise agreed to by the AUTHORITY.

9. CONCESSIONS

AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell librettos, flowers, refreshments, cigars, cigarettes, candies, sandwiches, beverages, periodicals,

and other merchandise, to conduct check rooms, and other privileges and PERMITTEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. The PERMITTEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise specific to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise, provided however, the net proceeds of all such sales shall be included in, and considered part of, concession revenues. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

ARAMARK will not sell or dispense alcoholic beverages during the subject event. Notwithstanding the provisions of this paragraph, the PERMITTEE has the right to sell and distribute graduation caps and gowns to event participants and the Authority and ARAMARK waive any claim to revenues generated from the sale and distribution of said caps and gowns.

10. COPYRIGHTS

PERMITTEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event.

11. SERVICES PROVIDED

AUTHORITY will provide at PERMITTEE'S expense, heating/air conditioning, overhead lighting for ordinary use and use of the public address system. AUTHORITY will provide at the PERMITTEE'S expense one daily cleaning of all public spaces and between-show clean-up as possible for events with more than one performance on a single day. Available dressing rooms and offices will be provided at no cost to PERMITTEE.

12. UTILITY CONNECTIONS

Contracts for installations of cables, electricity, gas and plumbing shall be made by AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the AUTHORITY if completed at the request of an exhibitor. The costs incurred by the AUTHORITY for electrical, plumbing, cable or gas installations requested by the PERMITTEE shall be billed directly to the PERMITTEE who will be responsible for payment.

13. ELECTRICITY

In the event extra lights, such as spotlights, television lights, or other special lights or extraordinary electrical power shall be required by PERMITTEE, they shall be paid for by PERMITTEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. Such changes will be charged to the Exhibitor. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

14. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Any damage therein resulting from misuse of any nature or character whatever shall be paid for by the offending party.

15. **STAFFING-EXTRA HELP**

AUTHORITY shall secure, and PERMITTEE shall pay at the rates on AUTHORITY cost sheets at the time for the event all necessary staffing, including security. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection platform stands, staging, props and employee work on overtime resulting from such special service requests made by PERMITTEE will be considered reimbursable costs. These costs shall be considered reimbursable expenses to the AUTHORITY as enumerated in paragraphs 14, 15, and 16 hereof.

16. **PERMITTEE PROPERTY**

AUTHORITY will accept delivery of property addressed to PERMITTEE only as a service to PERMITTEE. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchman or other protective service desired by PERMITTEE must be arranged by specific agreement with the AUTHORITY. In the event that PERMITTEE shall leave any property on the premises after their termination of the engagement contracted from herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

17. **ARENA ACCESS**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

18. **DEFACEMENT OF BUILDING**

PERMITTEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall he make or allow to be made any alterations of any kind therein. That if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of PERMITTEE, the PERMITTEE, will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. PERMITTEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of PERMITTEE, or by or with the consent of PERMITTEE'S employees or any person acting for or on behalf of said PERMITTEE and said PERMITTEE agrees to have on hand at all times sufficient security to maintain order and protect persons and property as required by the AUTHORITY.

19. **SIGNS AND POSTERS**

PERMITTEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

20. **ADVERTISING**

PERMITTEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY are the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

21. **OCCUPANCY INTERRUPTION**

In the case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the PERMITTEE shall pay for said premises only up to the time of said terminating at the rate herein specified and the said PERMITTEE hereby waives any claim for damages or compensation due to such termination. PERMITTEE may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but PERMITTEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the PERMITTEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation, and PERMITTEE hereby waives any claims for damages or compensation from AUTHORITY.

22. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to PERMITTEE for any damages that may be sustained by PERMITTEE through the exercise by AUTHORITY of such right.

23. **AGREEMENT TO QUIT PREMISES**

PERMITTEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the PERMITTEE liable for additional payment of rent as indicated in paragraph 6 above.

24. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in PERMITTEE'S employ shall not collect or interfere with the collection or custody of such articles.

25. **NON-ASSIGNMENT**

PERMITTEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

26. **DEFAULT**

PERMITTEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement herein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said PERMITTEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid.

27. **CIVIL RIGHTS**

PERMITTEE agrees not to discriminate against any patron employee or applicant for employment because of race, religion or national origin.

28. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either PARTY or which the affected PARTY is unable to avoid by exercise of due diligence, the PARTIES shall have no obligation or liability whatsoever to each other as a result thereof.

29. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) PERMITTEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the PERMITTEE notice of said termination in writing at any time prior to the commencement of the event. PERMITTEE shall have the right to cure any defect giving rise to the termination upon reasonable notice.

30. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

31. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the PERMITTEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the PERMITTEE.


32. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws governing the State of New Jersey.

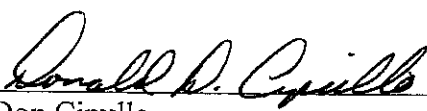
33. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the PERMITTEE an agent or employee of the AUTHORITY.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

MONTCLAIR STATE UNIVERSITY

BY  3-11-08
Don Cipullo
Vice President for Finance and Treasurer

Attachment A

Any agreement signed on behalf of the State of New Jersey by a State official or employee shall be subject to all of the provisions of the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

The Act also creates a special self-insurance fund and provides for payment of claims against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the agreement should be referred for handling to the Attorney General, Division of Law, Claims Service Section, Richard J. Hughes Justice Complex, Trenton, New Jersey 08625.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of February, 2008 by and between the New Jersey Sports and Exposition Authority ("Licensor") and TREVANNA ENTERTAINMENT, 853 Broadway, Suite 1711, New York, NY 10003 and/or with Emmis Radio Corporation d/b/a WQHT FM – Hot 97, 395 Hudson Street, New York, NY 10014 both/together hereinafter referred to as the "Licensee." In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. LICENSE:

Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor the license to use the Premises (as defined in paragraph 2) for the purpose of staging, at the Stadium and field known as "Giants Stadium" (the "Stadium"), a concert on June 1, 2008 (hereinafter collectively referred to as the "Event").

2. PREMISES:

(a) The Stadium including, without limitation, field, access tunnels, field lights, standard field lights, locker rooms (except those of the professional franchises), restrooms, public address system, ticket booths, camera rooms, adjacent parking facilities, and all other facilities of the Stadium utilized in presenting events, shall be herein referred to as the "Premises".

(b) Licensor pledges its cooperation to Licensee's activities relating to move-in, set-up, teardown, and move-out and will work out mutually agreeable move-in dates and move-out dates.

(c) Licensee is entitled to use and occupy the Stadium from 2:00pm on the 27th day of May, 2008 and terminating at 6:00pm on the 2nd day of June, 2008, for the purpose of rehearsing, installing equipment, preparing the premises and equipment for use, parking and removal of equipment afterwards or such other purposes as are reasonably related to the use for which Licensee is being allowed the use of the Stadium as agreed to by the parties.

(d) DESCRIPTION OF EVENT:

Hot 97 Summer Jam XIV

June 1, 2008

Time: 6:30pm – 11:00pm

Doors Open: 5:30pm

Vendor Village (Lot 15): 3:00pm – 6:00pm

3. STADIUM LICENSE FEE:

Licensee agrees to pay Licensor as the "License Fee" for the June 1, 2008 Event (including move-in/move-out dates as per paragraph 2 (C) above) the sum of \$175,000 plus expenses. The

Licensor will deduct the 7% New Jersey sales tax during settlement, and will remit the tax withholding directly to the New Jersey Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 4 are not paid as aforesaid, it is agreed that any box office receipts in the possession of the Licensor or revenues collected by the Licensee during the event may be applied to the payment of said License Fee and expenses and Licensee waives all rights to that portion of the box office receipts and collected revenues necessary to pay said License Fee and expenses.

4. PAYMENT OF EXPENSES:

Licensee shall pay to Licensor all direct and indirect expenses, including but not limited to move in, set up, tear down, move out as those set forth in paragraphs 5a and 5b incurred by the Licensor for the production of the Event deemed necessary by the Licensor.

A preliminary event settlement shall be completed upon conclusion of the show after the Licensor has inspected its facilities to determine what damages to its Stadium, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall preliminary include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the Licensee. A final settlement shall be completed no later than 60 days after the close of the Event.

5. SERVICES TO BE PROVIDED BY LICENSOR:

(a) The Premises will be operated and maintained in good clean working order and operating condition by Licensor for Licensee's Event including but not limited to: All turnstiles, painting, utilities, elevators, seating, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, and water drainage, and rental of field covering (i.e. terraplas) which must be approved by the GM of the Stadium.

(b) The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trades personnel required to move-in the Event, operate the Event and move-out the Event.

6. LICENSEE COMPLIANCE WITH UNION REQUIREMENTS

Licensee shall ensure compliance with all necessary union requirements (if applicable) in connection with the personnel and services supplied by Licensee. Licensor shall inform Licensee of the terms of any trade union agreement, written or oral, affecting such personnel.

7. BOX OFFICE FACILITIES AND TICKET PRICES:

(a) Ticketmaster and Licensor shall be the approved ticketing agents for the Event. Licensor shall furnish Licensee a copy of the ticket printer's manifest. Licensor shall furnish Licensee a box office statement after the Event.

(b) The scale of the house configuration and the seating shall be arranged through and subject to approval of Licensor. ALL SEATING WILL BE RESERVED, unless otherwise stipulated by Licensor.

(c) All entry to the Premises on the Event date shall be by ticket only purchased at the full ticket price except for employees of Licensee and Licensor. Licensor will provide, as soon as practicable on the night of the Event, a count of all tickets deposited in the Stadium's drop boxes.

(d) All ticket sales for the Event shall be made under the direction, control, and supervision of the Stadium/Arena Box Office Manager, and the receipts from all such sales, whether made by the Licensor or the Licensee shall be held by the Licensor until a completion of the event for the express purpose of securing payment of all sums of money due or to become due to the Licensor hereunder.

(e) Consignment of tickets - Payment for consigned tickets or return of unsold consigned tickets must be made in whole to the Arena box office no later than 3 days prior to the Event.

(f) Ticket Prices - Configuration

Gross Salable Capacity – TBD

<u>AREA</u>	<u>PRICE</u>
Floor	TBD
Lower Tier	TBD
Mezzanine	TBD
Upper Tier	TBD

The Licensor shall have the right to cause to be set aside for its purchases up to (TBD) tickets for the Event.

The Licensor has the right to hold seats for suite relocations for the tower suites and any suites obstructed due to production. These seats are located in Sections 210-214 and 227-229.

A \$3.00 facility fee is included on the ticket price and Licensor is entitled to keep such revenue.

(g) Suite Revenue Distribution - Fixed suite seats sold are credited to the Box Office statement at full ticket price, except for Suites 211B, 212A, 212B and 222A, 233, 214A, 129B, 231A, 224B, 223A which are to be complimentary and exclusive use by Licensor.

(h) Complimentary Ticket Distribution:

Licensor: 50 tickets per show

Licensee: TBD

8. ADDITIONAL CHARGES

Should the Licensee occupation time exceed the time allotted in section 2(d) above, there shall be an additional charge to the Licensee, at the discretion of the Licensor's STADIUM Manager in the sum of \$30,000.00 (thirty thousand dollars) per half hour plus expenses, unless the length time is exceeded due to Licensor delay.

9. CANCELLATION BY LICENSEE

Should Licensee cancel or not appear for the event covered under this Agreement for reasons other than force majeure or Licensor default, \$175,000.00 shall be paid to Licensor as liquidated damages, not as a penalty, and Licensee also agrees to pay all expenses incurred by Licensor in connection with the event covered by this Agreement.

10. ADVANCE FUNDS

In the event that for any reason other than breach by the Licensor that the performance will not take place, within ten (10) days of June 1, 2008, the Licensee shall forthwith return to the Licensor all funds previously advanced.

In the event that the Licensee has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is cancelled for any reason other than breach of the Licensor, the Licensee shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the Licensor from bringing direct action against the performers or the performer's entity for recovery.

11. OBLIGATIONS OF THE LICENSEE:

The general obligations of the Licensee shall be as follows:

(a) Licensee certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the Stadium. The acts to be supplied by the Licensee are as follows:

TBA

Any performers that Licensee adds to the Event are subject to Licensor approval, which shall not be unreasonably withheld, delayed, or conditioned.

(b) Productions of the participants in the event.

(c) Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

(d) Should the Licensee fail to provide the necessary materials, personnel or supervision necessary to properly operate the Event, the Licensor may charge the Licensee for any extra services which may be reasonably necessary to perform Licensee's obligations including, but not limited to, staff, materials or refunds resulting from the Event not being conducted on time, due

to Licensee failure to fulfill its obligations under this Agreement. The Licensee hereby agrees to accept the Premises equipped as is and further agrees to pay any and all expenses incurred by the Licensor for restoring the Premises, any portion thereof, its site or equipment at the termination of this Agreement to the original condition, except for ordinary wear and tear and for items not caused by Licensee, its employees or the patrons of the Event.

Licensee agrees to incorporate Licensor's recommendations relating to the set-up and conduct of the Event based on Licensor's experience with staging similar events at the Stadium.

(e) Licensee shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign. If Licensee requests the Licensor to place the advertising for this Event and the Licensor makes the necessary payment to the advertisers, the Licensor will be reimbursed at settlement.

12. INSURANCE:

Licensee shall be responsible to obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensor, Licensee and the Performers, which insures all operations, services, and facilities utilized in the fulfillment of this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (Five Million Dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any patrons, agents or performers and any contractors or sub-contractors retained by Licensee.

Licensee and Artist shall also obtain, at their own cost and expense, Worker's Compensation insurance for any obligations that they may have with respect to the statutory obligations of the New Jersey Worker's Compensation and Occupational Disease Laws.

The Licensor will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the Licensee and the Performers. This waiver will not apply to any deductible applied under this policy.

If said Premises or any portion of said building or grounds, during the term of the Event and related occupation by Licensee, shall be damaged by the act, default or negligence of the Licensee, Artist or their agents, contractors or patrons, the Licensee will pay to Licensor and Licensor shall have the right to deduct, out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear expected. The withholding of such ticket sale receipts shall not exceed the amount of the deductible under any Third Party Property Damage Liability insurance maintained by Licensee or Artist, if any, or, if neither Licensee or Artist, maintains Third Party Property Damage Liability insurance, then and in such event, the Licensor may withhold from ticket receipts to an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the Licensor. Licensee may or may not insure this obligation for damage to Licensor's premises, which is not covered by Licensor's insurance policy as it see fit.

Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of Licensee or by or with the consent of Licensee's employees or any person acting for or on behalf of said Licensee, except for Licensor's employees, agents and contractors.

Certificates of all such insurance shall be provided 10 days prior to the Event to the Licensor. The policies shall also provide, and the Certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the Licensor.

13. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee and Licensor agree that every person connected with such party's use of STADIUM shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the Licensor for the management of STADIUM, and if the attention of either party is called to a violation on the part of such party or any personnel employed by or admitted to the premises by such party, such party will immediately desist from and correct such violation.

14. LICENSES AND PERMITS

Licensee agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and Licensee agrees to provide evidence of same to Licensor upon demand.

15. INDEMNITY

Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensor against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor of Licensee arising out of the uncured breach, negligence or willful misconduct of Licensee, its agents, members, contractors, subcontractors, or guests. Licensee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there. The aforementioned indemnity provision does not apply to the extent that the liability, damage or loss results from the sole negligence or gross negligence of Licensor or its employees and/or agents.

Licensor agrees to conduct its activities in connection with the Event so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensee against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensor or any contractor or subcontractor, of Licensor arising out of the uncured breach, gross negligence or willful misconduct of Licensor, its agents, members, contractors, subcontractors, or guests.

16. LIEN

Licensors shall have the first lien against ticket office receipts and all property of Licensee upon the premises of Licensor for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. Licensor is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound Licensee's property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, Licensor shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

17. PUBLIC SAFETY

Each of Licensee and Licensor agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with the other party hereto to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the Licensee and the Licensor and shall not be used for any purpose other than ingress and egress to and from premises by the Licensee, unless otherwise agreed to by the Licensor.

18. RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT

The Licensor retains the exclusive right of technical control and crowd management, including in the event that the Licensor deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the STADIUM or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. Licensee shall have no authority with respect to such crowd management and security.

19. CONCESSIONS:

Licensors reserves all rights with respect to the sale of concessions in the Stadium and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and Licensee shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the Event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

The Licensee shall enter into a separate agreement with ARAMARK for the sale of Event programs, and other items of merchandise related to the Event such as T-shirts, novelties, visors, sweatshirts and other like merchandise. The Licensor shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval of the Licensor. Licensor will use its best efforts to prohibit the unauthorized sale or distribution of novelties or other items not authorized for the Event.

The merchandise deal is 70/30, with taxes, bootleg security and credit card costs off the top and 80/20 on CDs only. ARAMARK shall be the vendor.

20. BROADCAST RIGHTS:

Licensors reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the STADIUM during the term of this Agreement. Should Licensor grant to Licensee said privilege, Licensor has the right to require advance payment to the Licensor of any estimated related costs to be incurred by the Licensor and may also require payment for said privilege in addition to the license fee. The Licensor shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the Performers.

The Licensor shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to, responsibility or liability for any violation of any rights of others by such broadcasting. To the extent it is responsible for the origination of such broadcasting, the Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast, to the extent such claims, damages, liability, cost and expenses do not arise out of Licensor gross negligence.

21. RECORDING

Licensee agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the Event without prior written approval from the Licensor and the performer, performer's agent or authorized representative of the performer. Licensor has the right to require payment for said privilege. Notwithstanding the above, subject to a separate agreement between the Licensor and the performer, performer's agent or authorized representative of the performer, Licensee shall be permitted to record the event for archival use.

22. COPYRIGHTS

Licensee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. Licensee agrees to indemnify, defend, and hold harmless the Licensor from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

23. PERFORMANCE APPROVAL

Licensor retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and Licensee agrees that no such activity or part thereof shall be given or held if Licensor files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of the agreement.

24. UTILITY CONNECTIONS

Contracts for installations of cables, electricity, gas, and plumbing shall be made by Licensee, with contractors or Licensor service personnel designated by Licensor in accord with Licensor's prevailing practice. Any exceptions must be approved in writing by Licensor. All

such connections and related work will be at the expense of the Licensee, including any related costs incurred by the Licensor.

25. ELECTRICITY

In the event extra lights, such as spotlights, television lights, or other special lights or extraordinary electrical power shall be required by Licensee, they shall be paid for by Licensee at current rates in effect in said building. All electrical connections must be made by a representative of the Licensor, or the approved Licensor electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to Licensor and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

26. WATER

Licensor agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the Licensee.

27. PARKING:

(a) Licensor shall furnish an adequate number of parking spaces for the public and adequate personnel to man such parking facilities, at locations convenient to the Premises.

(b) Parking will be controlled and operated by Licensor, which will retain and be entitled to all receipts from said parking. 25 parking passes will be printed and presented to Licensee by the Licensor for use at the Event, plus parking for trucks, busses and working personnel. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the Licensor.

(c) Licensee pledges its assistance in working out the most efficient traffic and parking plan possible both during the load-in and load-out periods and during the Event for the accommodation of Licensee and the general public.

28. CREDENTIALS

The Licensor, its officers, directors, servants, selected employees and selected concessionaires shall have access to the Premises upon presentation of the authorized event credentials to be supplied by the Licensee. Such credentials are to be appropriately displayed. The distribution of such credentials to the Licensor, its officers, directors, servants, selected employees, and selected concessionaires shall be performed by the Stadium/Arena manager. Licensee shall provide Licensor with an adequate number of backstage passes for key working personnel.

29. LICENSEE PROPERTY

Licensors will accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless Licensor for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. Licensee further indemnifies Licensor from any claims or costs related to claims from any third party for loss or damage to property on the premises of Licensor during the time covered by this Agreement. Licensor assumes no responsibility whatsoever for any property placed in said building and Licensor is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage or persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this Agreement, and watchmen or other protective service desired by Licensee must be arranged by specific agreement with the Licensor. In the event that Licensee shall leave any property on the premises after the termination of the engagement contracted for herein, Licensor may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. The aforementioned indemnity does not apply if loss, damage, liability or injury is due to Licensor sole gross negligence or willful misconduct.

30. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by Licensor.

31. DEFAACEMENT OF BUILDING

Licensee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of Licensee or by the Licensee's agent, employees, patrons or any person or persons admitted to said premises by said Licensee, the Licensee will pay to Licensor out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of Licensee or by or with the consent of Licensee's employees or any person acting for or on behalf of said Licensee and Licensor agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the Licensor.

32. SIGNS AND POSTERS

Licensee will not post or allow to be posted any signs, cards, or posters except upon such display areas as Licensor may provide. Use of such areas is a non-exclusive right. All material is subject to approval by Licensor.

33. ADVERTISING

Licensee agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of Licensor is the exclusive property of Licensor and all receipts therefrom shall accrue to Licensor.

If Licensee requests the Licensor to place the advertising for the Show and the Licensor makes the necessary payment to the advertisers, the Licensor will be reimbursed by Licensee at settlement (4.5% commission).

34. OCCUPANCY INTERRUPTION

In case the Stadium or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the Licensor or Licensee impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentally thereof, then and thereupon, this license agreement will terminate and the Licensee shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. Licensee may, with the approval of the General Manager of the Stadium, leave exhibits, equipment, or show material in the premises, but Licensee assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the Licensor to evacuate the premises because of a bomb threat or for other reasons of public safety, the Licensee will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the Stadium. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

35. OBJECTIONABLE PERSONS

Licensor reserves the right to eject or cause to be ejected from the premises any objectionable person or persons.

36. OPENING HOURS

Licensor agrees to open doors for event at 5:30pm.

37. REFUND OF TICKET REVENUE

Licensor retains the right to make determination of ticket refunds for cause, in keeping with Licensor policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the reasonable opinion of the Licensor the Licensee has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

38. ANNOUNCEMENTS

Licensor reserves the right to make announcements as Licensor may deem necessary at any time in the interest of public safety. Licensee agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety,

including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to Performer approval and Performer contract restrictions.

39. LOST ARTICLES

Licensor shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in Licensee's employ shall not collect or interfere with the collection or custody of such articles.

40. NON-ASSIGNMENT

Neither Licensor nor Licensee will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

41. DEFAULT:

Licensee further covenants that, if any default is made in the payment of the license fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the Licensor shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said Licensor may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said Licensee shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case, suit or action, is instituted by Licensor to enforce compliance with the agreement, the Licensor shall be entitled to the costs of the suit and reasonable attorney's fees.

42. FORCE MAJEURE:

If the Event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the Licensee or Licensor or which the Licensor or Licensee is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

43. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the Licensor may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) Licensee is unsatisfactory or in any way does not meet the approval of the Licensor provided however the Licensor agrees to notify and provide a reasonable opportunity to address the Licensor's concerns. If such concerns are not properly addressed then the Licensor shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

44. SEVERABLE AGREEMENT

This is a severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

45. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the Licensor and the Licensee and no amendments or modifications shall be made to the Agreement, except in writing signed by both the Licensor and the Licensee.

46. DISCRETIONARY MATTERS

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the Licensee, Licensor, its Chief Executive Officer or its STADIUM/ARENA Manager.

47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the Licensee a partner, agent or employee of the Licensor.

48. APPLICABLE LAW:

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

49. NOTICES:

Unless otherwise provided herein to the contrary, all notices required under this Agreement, shall be deemed to be given when hand-delivered (with a receipt therefore) or mailed by Registered or Certified Mail, and addressed:

As to Licensee:

Carl Freed
Trevanna Entertainment
853 Broadway
Suite 1711
New York, NY 10003

Dan Halyburton
Emmis Radio Corporation, d/b/a WQHT FM -- HOT 97
395 Hudson Street
New York, NY 10014

As to Licensor:

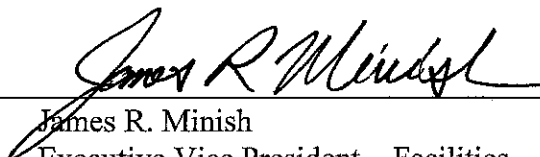
Ron VanDeVeen
General Manager
IZOD Center
50 State Route 120
East Rutherford, NJ 07073

50. RESCHEDULING DUE TO NBA

It is hereby understood by the Licensee that the Event covered by this Agreement is subject to being rescheduled if there is a conflict with a subsequently scheduled game of the National Basketball Association at the IZOD CENTER. The rescheduling of Licensee's event shall be at Licensor's sole discretion and all costs associated with rescheduling the event shall be borne by Licensee.

Notwithstanding the above, in lieu of canceling and rescheduling the Event, LICENSEE may also choose, at its own cost and expense and subject to Licensor approval, to utilize a off site parking program should Licensor limit the number of vehicles allowed to park on the Meadowlands Sports Complex site for Licensee's Event.


NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

TREVANNA ENTERTAINMENT

BY 
Carl Freed

EMMIS RADIO CORPORATION – d/b/a WQHT FM – HOT 97

BY 
Dan Halyburton
General Manager

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of April, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Paramus Catholic High School, 425 Paramus Road, Paramus, New Jersey 07652 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Paramus Catholic High School Commencement Exercises
The Theater at the IZOD Center
Date: June 2, 2008
Time: 6:00pm – 9:00pm
Event Length: 3 hours

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 10:00 a.m. on the 2nd day of June, 2008 and to the 2nd day of June, 2008 at 11:30p.m, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$5,000 plus expenses.

The License Fee and expenses shall be paid by LICENSEE according to the following schedule:

- \$30,000 due by May 9, 2008

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event. Notwithstanding the above, the LICENSEE shall be responsible for all costs incurred by the AUTHORITY for the production of LICENSEE'S practice walk through for graduates in the ARENA on a date to be determined by the AUTHORITY in its sole discretion.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. Authority retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Paramus Catholic High School Commencement Exercises

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The AUTHORITY shall be listed as additional insured under such policy.

AUTHORITY shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the AUTHORITY, which insures all operations of the AUTHORITY contemplated by this Agreement, and the contractual assumption of

liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the AUTHORITY. The Licensee shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to AUTHORITY such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY's premises.

Certificates of all such insurance shall be provided to the AUTHORITY not less than seven (7) days prior to each season. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

12. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraph 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by

AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is

hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or

instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

31. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

32. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 4:00pm.

33. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

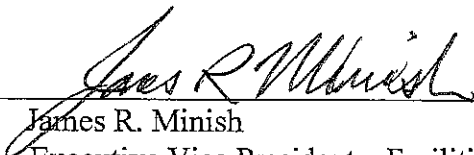
45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

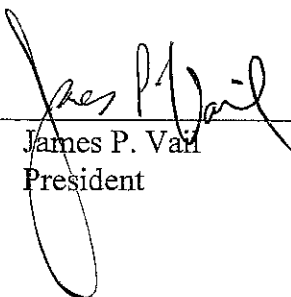
46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

PARAMUS CATHOLIC HIGH SCHOOL

BY 
James P. Van
President

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of March, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Women of Faith, Inc., 820 West Spring Creek Parkway, Suite 400, Plano, TX 75023 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Women of Faith – Infinite Grace Conference and Pre Conference

Date(s) & Time(s): June 19, 2008 – Load In Day
June 20, 2008 – 10:00 AM – 3:30 PM
7:00 PM – 10:00 PM
June 21, 2008 – 9:00 AM – 6:00 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA (subject to paragraph 49 herein) from 8:00 a.m. on the 19th day of June, 2008 and to the 22nd day of June, 2008 at 1:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR a License Fee based on the following attendance scale (turnstile count) based on the higher turnstile count between the Friday night (7:00 PM – 10:00 PM) session and the Saturday all day (9:00 AM – 6:00 PM) session, whichever is greater (the higher of the two separate counts will apply):

- \$25,000 plus expenses – turnstile count less than 8,000
- \$55,000 plus expenses – turnstile count between 8,000 – 12,000
- \$75,000 plus expenses – turnstile count greater than 12,000

The License Fee shall be paid under the following payment schedule:

---\$20,000 non-refundable deposit due upon contract signing but no later than January 30, 2008

---\$27,500 plus 50% of estimated expenses (50% of expected expenses = \$83,314) on April 12, 2008 – Total Due: \$110,814

---\$27,500 plus 40% of estimated expenses (40% of expected expenses = \$66,651) and \$5,000 for ARAMARK merchandise buyout on May 21, 2008 – Total Due: \$99,151

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will also be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), T1 lines, pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

Upon conclusion of the show, LICENSOR will inspect its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Should any damages be found, LICENSOR shall have the right to withhold from LICENSEE'S pre paid expenses a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. The scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA. LICENSOR understands that LICENSEE'S Event is a registration event.

c. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

d. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats).

e. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. These tickets are complimentary.

f. Suite 121 shall be allocated to the LICENSEE.

g. LICENSOR shall be entitled to 25 complimentary tickets/passes per show.

h. LICENSOR grants LICENSEE the right to sell, distribute and print its own registrations. LICENSOR shall provide a seating manifest to LICENSEE and shall review and approve LICENSEE'S seating manifest.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

Unless otherwise noted throughout this Agreement, should LICENSOR cancel the Event covered by this Agreement, LICENSOR shall refund any unused rent and pre paid expenses and reimburse reasonable actual costs incurred by the LICENSEE relating to the Event.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Women of Faith – Infinite Grace Conference and Pre Conference

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their pre existing condition, ordinary wear and tear excepted, with the exception of the fact that the sums paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSEE shall be responsible for paying to LICENSOR such sums not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in

the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision does not apply to claims found to have resulted from the gross negligence or willful misconduct of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. If LICENSEE does not have such funds to pay all license fees, reimbursable expenses and taxes due at the conclusion of the event, LICENSOR is empowered to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. No alcohol or tobacco will be sold or distributed at the event.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. ARAMARK has agreed to provide and sell box lunches for the Event at the cost of \$8.00 per box lunch (all inclusive – including sales tax).

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such

items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR. LICENSOR has provided to LICENSEE a list of LICENSOR'S ARENA exclusive sponsors and LICENSEE agrees not activate any sponsorships that may compete with one of LICENSOR'S exclusive sponsors.

Notwithstanding the above, LICENSEE shall pay to ARAMARK a \$5,000 merchandise buyout for the Event covered by this Agreement. LICENSEE shall pay the merchandise buyout to LICENSOR and LICENSOR shall remit payment directly to ARAMARK on behalf of LICENSEE.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSEE has been granted permission to record the Event for its purposes and LICENSEE understands that it shall be responsible for any payments to LICENSOR for any applicable union requirements for such recordings.

The LICENSOR shall have no responsibility or liability for any recording, including, but not limited to responsibility or liability for any violation of any rights of others by such recordings. To the extent, it is responsible for the origination of such recordings, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from any recording taking place during the Event.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 50 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment,

labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and

grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors at the following times:

June 20, 2008 – 9:00 AM & 5:30 PM

June 21, 2008 – 8:00 AM

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the parties or which the parties are unable to avoid by exercise of due diligence, LICENSOR and LICENSEE shall have no obligation or liability whatsoever to each other as a result thereof. In the event of a Force Majeure circumstance, LICENSOR will refund any unused pre paid expenses and rental to LICENSEE.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

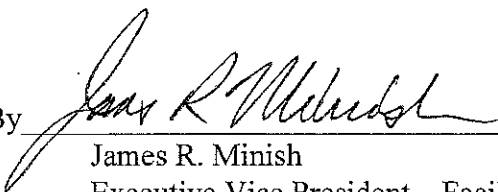
48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

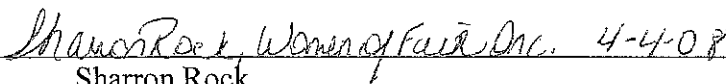
49. **RESCHEDULING DUE TO NBA**

It is hereby understood by the LICENSEE that the Event(s) covered by this Agreement is subject to being rescheduled if there is a conflict with a subsequently scheduled game of the National Basketball Association at the ARENA. The rescheduling of LICENSEE'S event shall be at LICENSOR'S sole discretion and all costs associated with rescheduling the event shall be borne by LICENSEE.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish
Executive Vice President – Facilities

WOMEN OF FAITH, INC.

By  _____ 4-4-08
Sharron Rock
Director of Finance

**NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
IZOD CENTER**

FACILITY OCCUPANCY LICENSE

Made and entered into on this 12th day of May 2008 by and between

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, a body corporate and politic of the State of New Jersey (the "Authority") having its principal place of business in the Borough of East Rutherford, County of Bergen, State of New Jersey
and

Live Nation M Tours (USA), Inc.
whose address is 9348 Civic Center Drive, Beverly Hills, CA 90210 (the "Licensee")

WHEREAS, the Authority is responsible for the operation of the New Jersey Sports and Exposition Complex which consists of a Racetrack, Stadium, Arena, and parking areas adjacent thereto, and;

WHEREAS, the Licensee desires to obtain a license to use and occupy the IZOD Center (the "Arena") for the purpose of holding, producing, or exhibiting an event therein:

NOW, THEREFORE, this instrument witnesseth that, for and in consideration of the covenants and agreements of the facility license hereinafter set forth, the Authority has granted the Licensee a license to use and occupy the Arena for the purpose, to the extent, at the times, for the fees and charges, and upon the other terms and conditions hereinafter set forth.

a. Event – Date and Time Madonna Rehearsals (the "Event")
IZOD Center

From: June 30, 2008 @ 9:00 AM
To: July 28, 2008 @ 9:00 PM

-and-

From: July 30, 2008 @ 9:00 AM
To: August 10, 2008 @ 9:00 PM

- b. Licensee shall pay to the Authority a license fee of \$5,250 per day (the "License Fee") plus additional Licensee-requested expenses which shall include, but not be limited to, stagehands, installation of phones and long-distant phone charges, internet service set-up, conversion and forklift operators. The license fee of \$5,250/day shall include provision by Authority at its expense the services and equipment as set out in Schedule A attached hereto.
- c. Licensee shall pay Arena conversion costs to Authority to convert the Arena into Licensee's setup on June 30, 2008, converting the Arena from Licensee's setup on July 28, 2008, converting the Arena into Licensee's setup on July 30, 2008 and finally converting out of Licensee's setup on August 10, 2008; and
- d. Licensee shall be responsible to pay Authority for any and all prior-approved costs incurred by the Authority in the event Licensee decides to have a "Friends & Family Rehearsal Concert" on a date to be determined by Licensee in its sole discretion. These costs shall include, but are not limited to, stagehands, electricians, plumbers, laborers, ushers, security, medical staff and parking attendants.

- e. Payment schedule is as follows: Authority and Licensee agree to meet once a week throughout the Event to review expenses for each week of the Event. Upon completion of each weekly meeting, Licensee agrees to pay to Authority all license fee amounts and expenses due to Authority for the week just completed.

Failure by Licensee to pay said fee on a timely basis shall be cause for the Authority to terminate the agreement upon notice in writing to Licensee.

- f. The Licensee shall pay to the Authority the cost of all direct and indirect labor, materials, supplies and service costs requested by Licensee and incurred by the Authority as a result of the Event, ordinary wear and tear excepted, and such other direct labor and special services as the Authority may deem necessary or the Licensee may request. A Final Settlement shall be completed no later than 30 business days after close of the Event.
- g. Should the Event length time exceed the time allotted in section (a) above, there shall be an additional charge to the Licensee, at the discretion of the Authority's Arena Manager in the sum of Five Thousand Dollars (\$5,000) per hour
- h. With the exception of Artist and Artist's performers, Arrangements for food and beverage will be consummated with ARAMARK, Inc. of New Jersey or said other concessionaire as the Authority shall designate, and the Licensee shall enter into a separate agreement with that company.
- i. Nothing contained herein shall be construed as to constitute the Authority and the Licensee as joint venturers or partners or to make the Authority responsible for any debt of the Licensee.
- j. The Authority shall have no responsibility whatsoever for any damage to property of the Licensee or its agents which is placed on the Authority's site or facilities or parking lot. The Licensee shall obtain waivers of subrogation with respect to any insurance policies applying to such property and provide such waivers to the Authority on demand.
- k. Licensee shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensee and the Authority, which insures all operations of the Authority and Licensee contemplated by this Agreement, and at the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any agents or performers and any contractors or sub-contractors retained by the Licensee. Coverage may be provided under one policy naming both Authority and Licensee as named insureds or separate policies may be provided.

Licensee shall also obtain, at its own cost and expense, Worker's Compensation insurance for any obligations that Licensee may have with respect to the statutory obligations of the New Jersey Worker's Compensation and Occupational Disease Laws.

Certificates of all such insurance shall be provided ten (10) days prior to the Event to the Authority. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the Authority.

- l. Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Authority against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor of Licensee arising out of the activities conducted by Licensee, its agents, members, or guests. Licensee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.
- m. This agreement shall be considered made in New Jersey and shall be construed as made pursuant to New Jersey law. Any actions brought in regard to this Agreement must be filed in the State of New Jersey.
- n. A failure by Licensee to perform any covenant, duty or obligation set forth in the Facility Occupancy License or any addendum hereto, with the exception of a Force Majeure Event shall be cause for the Authority to terminate the agreement upon notice in writing to Licensee. For the purposes of this agreement, a Force Majeure Event means any act of God, fire, theft, illness, injury death of artist (or their immediate family members), flood, power outage, strike or labour difficulties, war, acts of terrorism (or immediate threats thereof), riot, embargo, or acts of civil or military authorities, or other causes beyond either parties' reasonable control, by which either party is unable to perform their obligations hereunder.
- o. Authority will provide Venue in a good state of repair and in compliance with all applicable laws and health, safety and other applicable codes and regulations, and Venue will obtain all building-related permits required to conduct the Event. Licensee agrees to return any area that has been altered as a result of the Event to its original state, normal wear and tear excepted. Licensee further agrees to pay all expenses to correct any damages caused by its activities.
- p. With the exception of a Force Majeure Event if Licensee cancels the Event, Licensee shall be responsible to pay Authority the license fee portion (as described in Section b above) as follows:

Number of days used	Penalty
0-10	pay for 30 days over and above days used
11-20	pay for 20 days over and above days used
21-30	pay for 10 days over and above days used
31-40	pay for all remaining dates

together with all costs incurred by the Authority for the production and preparation of the Arena for Licensee's Event.

- q. Licensee agrees to abide by all applicable provisions of the Authority's collective bargaining agreements covering the Authority employees who are union employees.
- r. Licensee agrees to pay a \$20,000 buyout fee to Authority for moving a previously scheduled International Fight League ("IFL") event on August 8, 2008 at the Arena to August 15, 2008. The Authority will make the payment to IFL on behalf of Licensee. Authority agrees that Licensee's payment will only be made to the Authority should the event take place. Should the event not take place, there will be no payment due to Authority or IFL.

- s. The terms of this agreement and any information, including but not limited to, any financial, personal, creative or other information not known to the public that Venue and/or its employees, contractors and/or agents, may receive about the Performer, whether visually, orally or in writing, through any media, are subject to the utmost confidentiality among the parties hereto, and must not be disclosed to any third parties without the prior written consent of the parties and the Act, except as disclosure may be required to professional advisors or by law, rule or regulation, or for carrying out the purposes of this Agreement. Without limiting the foregoing in any way, Authority shall not, and shall cause its employees, contractors and/or agents to refrain from, recording, distributing or publishing any photographs, audio and/or audiovisual content relating to the Act, in any way, whatsoever. Breach of this provision could cause the parties and the Act irreparable harm, which may not be subject to compensation with monetary damages.

- t. Licensee shall be entitled to assign this Agreement to an affiliate or a company that can provide the services of the Act, including Bhakti Touring, Inc., and its designees, provided that Licensee remains primarily liable for its obligations under this agreement. Licensee shall provide written notice of any such assignment to Authority upon the occurrence of same.

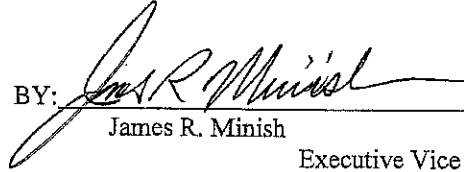
This agreement set forth the entire understanding by the Authority and the Licensee and no amendments or modifications shall be made to the agreement except in writing and signed by both the Authority and the Licensee.

Witness the due execution hereof on the day and year first above written.

AUTHORITY

NEW JERSEY SPORTS AND EXPOSITION

BY:



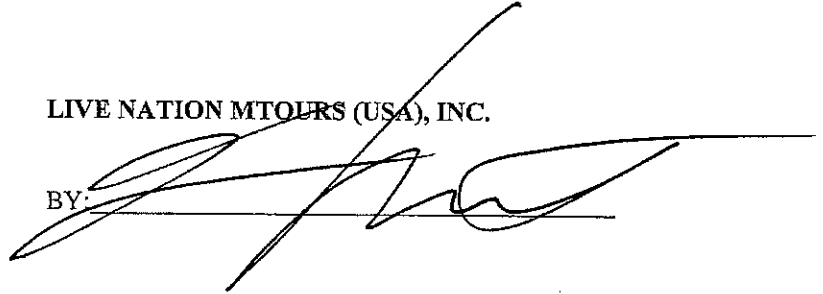
James R. Minish

Executive Vice President -

Facilities

LIVE NATION MTOLRS (USA), INC.

BY:



Schedule "A"

The License Fee shall include normal venue operating expenses (as set out below), normal arena operations personnel (as set out below) including normal security personnel, electrician, utilities, existing building equipment including but not necessarily limited to, forklifts, spotlights, staging, golf carts, existing parking for trucks and buses, sufficient dressing rooms, productions offices and cleaning.

With respect to staffing, the following staffing terms shall apply:

(i) Staffing shall be used by Licensee, not exclusively, but jointly with Authority for any needs each party has with each tradesperson throughout their standard workday;

(ii) Normal Arena Operating Expenses and Personnel include:

Electrician – Monday through Friday – 8:00 am – 4:00 pm

HVAC – Monday through Friday – 8:00 am – 12:00 am
Saturday and Sunday – 8:00 am – 6:00 pm

Carpenter – Monday through Friday – 7:00 am – 3:00 pm

Laborer – Monday through Friday – 7:00 am – 3:00 pm

Teamster – Monday through Friday – 7:00 am – 3:00 pm

Plumber – Monday through Friday – 8:00 am – 4:00 pm

Painter – Monday through Friday – 6:00 am – 2:00 pm

Security -

Cleaner – Monday through Friday – 6:00 am – 5:00 pm

Medical – June 30 – August 1 – Monday through Saturday – 6:00 am - 12:00 am, Sunday – 10:00 am – 12:00 am

August 2 – No medical staff will be scheduled

August 3 – August 10 – Monday through Saturday
8:00 am – 12:00 am, Sunday – 10:00 am – 12:00 am

For absolute clarity, Licensee shall be responsible for the payment associated with any additional Arena union labor costs to Authority other than what is provided for hereinabove;

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of December, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and GE Planning, Inc., 32991 Hamilton Court, Farmington Hills, MI 48334 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA, including outdoor space if a tent is needed for registration, such available outdoor space shall be determined by the LICENSOR in its sole discretion. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

ACN Corporate Event

Dates & Times: June 25, 2008 – Load In **subject to the terms in paragraph 2 below

June 26, 2008 – Load In

June 27, 2008 – Event Day – TBD

June 28, 2008 – Event Day – 9:00 AM – 6:00 PM

June 29, 2008 – Event Day – 9:00 AM – 1:00 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 7:00 a.m. on the 26th day of June, 2008 and to the 29th day of June, 2008 at 6:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event.

LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR a License Fee based upon the following sliding scales and LICENSEE'S setup using LICENSEE'S computer registration database for attendance for the Event:

Theater Setup:

Up to 7,500 attendance - \$40,000 plus expenses
7,501 to full theater capacity - \$50,000 plus expenses

End Stage Setup:

Up to 7,500 attendance - \$40,000 plus expenses
7,501 - 10,000 - \$50,000 plus expenses
10,001 and over (subject to paragraph 49 herein) - \$60,000 plus expenses

Payment schedule for rent and expenses by LICENSEE to LICENSOR shall be as follows:

- A) \$10,000 non-refundable deposit due upon contract signing but no later than January 10, 2008
- B) \$160,821 deposit due by June 12, 2008
(\$20,000 rent plus 90% of estimated expenses (90% = \$140,821) plus \$5,000 Aramark merchandise buyout)

Notwithstanding the above, LICENSEE has agreed to waive its rights to the Load-In date of June 25, 2008 described in paragraph 1 (b) above should there be a concert scheduled at the ARENA on such date. If a concert is scheduled on June 25, 2008, LICENSOR shall reduce LICENSEE'S License Fee (as outlined above) in the amount of \$40,000. If a concert is not scheduled on June 25, 2008, there shall be no reduction in the License Fee and LICENSEE shall retain the rights to use June 25, 2008 as a Load-In date.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to

services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will also be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 45 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public in consultation with LICENSEE. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. The scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR.

b. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

c. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

d. Suite 121, if unobstructed, shall be allocated to the LICENSEE.

e. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

g. The LICENSOR shall be allocated 25 complimentary tickets per show.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above (on June 29, 2008), there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

TBD

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement (4.5% commission). Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$2,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the

LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas in consultation with LICENSEE. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: ARAMARK and LICENSEE have agreed to the following merchandise buyout based upon the following sliding scales and LICENSEE'S setup using LICENSEE'S computer registration database for attendance for the Event:

Theater Setup:

Up to 7,500 attendance - \$3,000
7,501 to full theater capacity - \$4,000

End Stage Setup:

Up to 7,500 attendance - \$3,000
7,501 - 10,000 - \$4,000
10,001 and over - \$5,000

LICENSEE shall pay the merchandise buyout to LICENSOR and LICENSOR will remit such payment to ARAMARK.

17. BROADCAST RIGHTS

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. RECORDING

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the

performer. LICENSEE has been granted permission to record the Event for its purposes and LICENSEE understands that it shall be responsible for any payments to LICENSOR for any applicable union requirements for such recordings.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFAACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby

assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

- June 27, 2008 – 8:00 AM
- June 28, 2008 – 6:30 AM
- June 29, 2008 – 6:30 AM

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles. LICENSOR and LICENSEE agree to communicate with each other regarding and lost and found items that have been collected during the Events.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof. In the event of a Force Majeure circumstance, LICENSOR will refund any pre paid expenses and rental to LICENSEE.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought in regard to this Agreement must be filed in the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

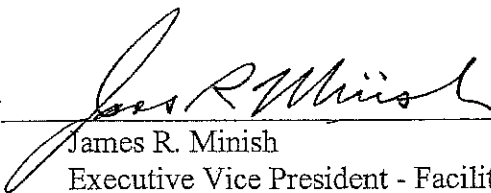
48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.


49. **EVENT CAPACITY**

LICENSOR in its sole discretion shall determine the number of seats available for the Event. Due to the Meadowlands Racetrack in operation, the annual Meadowlands Fair in operation, construction of a new Giants Stadium, construction of a new railroad line through the Meadowlands Sports Complex and Xanadu construction, LICENSEE agrees to preliminarily limit the number of tickets, passes, or rights to admission to 12,000 for all Event Days as described above. However, the LICENSOR and LICENSEE shall frequently consult on the status of ticket sales/registration and LICENSOR'S other events with the objective of increasing the number of tickets/registrations which may be issued by LICENSEE for the Event to as great a number as may be accommodated at the ARENA for LICENSEE'S event.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

ACN, INC.

By 
David Stevanovski
COO

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA
(HEREIN CALLED "FEDERATION")



CREATIVE ARTISTS AGENCY

2000 Avenue of the Stars
Los Angeles, CA 90067
424-288-2000/288-2900 Fax

ELECTRONIC

FOR TRAVELING ENGAGEMENTS AND LOCAL ENGAGEMENTS

Whenever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over The Territory In Which The Engagement Covered By This Contract Is To Be Performed.

This Contract for the personal services of musicians on the engagement described below is made this 5th day of Mar, 2008 between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians

1. Name and Address of Place of Engagement: Giants Stadium - East Rutherford, NJ
Name of Band or Group: BRUCE SPRINGSTEEN AND THE E STREET BAND - Thrill Hill Productions, Inc. f/s/o BRUCE SPRINGSTEEN AND THE E STREET BAND (13-2852897)

Number of Musicians: (10)

2. Date(s), Showtime: Sun 07/27/08 - TBA, Mon 07/28/08 - TBA, Thu 07/31/08 - TBA

3. Type of Engagement (specify where dance, stage show, banquet, etc): Public Concert

4. Additional Information:

Billing: Artist to receive 100% Headline billing.

Performance Length: Artist to perform one complete show.

Sound and Lights: Purchaser to provide and pay for first class sound & lights, per Artist specifications.

Support Talent: Artist to perform "An Evening With."

Additional Provisions: The deposit must be received in full in US Dollars less applicable taxes. The deposit must be sent no later than one week prior to the on-sale date. All payments hereunder shall be made to the following account:
Account Name: CAA Client Trust Account
Bank: City National Bank
Address: 400 N. Roxbury Dr., 4th Floor, Beverly Hills, CA 90210
Attention: Mariam Zakian
Telephone:

Merchandise: 75/25
after tax & security

Who Sells: Venue sells

5. COMPENSATION AGREED UPON (Amount and Terms):
\$8,508,800.00 guarantee VS 100% of GBOR after all approved expenses and taxes, whichever is greater

TICKET SCALING: Show Type: Public Concert
Jul 27 -31, 2008

Reserved 1	37,351	@	\$95.00	\$3,548,345.00
Reserved 2	17,649	@	\$65.00	\$1,147,185.00
Show Capacity:	55,000		Show Gross:	\$4,695,530.00
Total Capacity:	165,000		Total Gross:	\$14,086,590.00
Total Tax%	7.00%		Tax/Deductions:	(\$921,552.62)
				Net Potential:
				\$13,765,037.38

ADDITIONAL PER TICKET CHARGES	TYPE	COST	INCL. IN PRICE?	Tax	7%
Jul 27 -31, 2008	Facility Fee	\$3.00	no		

6. DEPOSITS/CONTRACTS: \$4,254,400.00 due ~~by June 27, 2008~~ by June 27, 2008
Purchaser will make payments as follows: all payments shall be paid by certified check, money order, bank draft, wire transfer, or cash. Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's client trust account on behalf of Producer. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Producer, regardless of payments sent to CAA on behalf of Producer, including but not limited to deposits. **CONTRACTS MUST BE RETURNED WITHIN 30 DAYS OF RECEIPT. BALANCE** of Guarantee, Plus Percentage Payments, if any, and Sound and lights Payments, if any, to be paid in United States Currency by PURCHASER to ARTIST no later than Prior to Performance, evening of engagement

- 7. Riders Attached Hereto Are Hereby Made a Part Hereof.
- 8. If Artist is **Headlining** This Engagement: **"All Support Talent is Subject to Artist Approval."**
- 9. If Artist is **Supporting** This Engagement: **"Artist's Performance is Subject to the Appearance and Approval of the Headliner."**
- 10. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission.
- 11. It is expressly understood by the Purchaser and Musician(s) who are parties to this contract that neither the Federation nor the Local Union are party to this contract in any capacity except as expressly provided in 10 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.
- 12. A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating

BRUCE SPRINGSTEEN AND THE E STREET BAND - 7/27/08, 7/28/08, 7/31/08 - Giants Stadium - East Rutherford, NJ (Buyer: NJ Sports and Exposition Authority - East Rutherford, NJ)

with the musician(s) performing the engagement and the Purchaser.
 13. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, act of god or any other legitimate conditions beyond their control.

THE FOLLOWING PROVISIONS (SECTION 14) ARE ONLY APPLICABLE TO "LOCAL ENGAGEMENTS" AS DEFINED BY THE FEDERATION:

14. Resolution of controversies or claims: Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be submitted to arbitration under one of the following procedures to be selected by the Purchaser at the time that this contract is signed, by placing his or her initials in the box adjacent to the procedure selected. In the event that neither box is initialed, it will be presumed that the Purchaser has chosen the applicable procedures set forth in "B";

A (American Arbitration Association) Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be Settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the Award rendered may be entered in any court having jurisdiction thereof. The cost of the arbitration proceeding, except those cost personally incurred by the parties hereto for the presentation of their own case, shall be shared equally by the Purchaser and the Signatory Musician(s).

B (Local Union) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration by the Executive Board or other body of the Local Union charged with responsibility of settling such controversy or claim. All rulings and awards made by the Local Union in arbitration hereunder may be appealed to the International Executive board of the Federation (herein called "IEB") any party who was a participant therein. Appeals from such proceedings shall be perfected in the manner provided in the Rules of Practice and Procedure if the IEB in effect at the time of such appeal. All rulings and awards made by the Local Union in arbitration which are not appealed to the IEB shall be final and binding upon the Purchaser and participating musician(s).
 Any party to an arbitration proceeding before the Local Union or, to an arbitration appeal to the IEB may bring an action to confirm or enforce a final determination and award of the Local Union or, if appealed, of the IEB in the courts of the jurisdiction in which the office of the Local Union is located; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of such court or courts for that purpose.

Names of All Musician(s)	Local #	U.S. Social Security Numbers
Bruce Springsteen	802	
Clarence Clemmons		
Gary Tallent		
Steven Van Zandt		
Max Weinberg		
Danny Federici		
Roy Bittan		
Nils Lofgren		
Patti Scialfa		
Suzie Tyrell		

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written

James R. Minish
~~James R. Minish~~ - NJ Sports and Exposition Authority - East Rutherford, NJ
 PRINT PURCHASER'S FULL AND CORRECT NAME
 (IF PURCHASER IS CORP. FULL AND CORRECT CORP. NAME)
 x *James R. Minish*
 SIGNATURE OF PURCHASER (OR AGENT THEREOF)
 NJ Sports and Exposition Authority - East Rutherford, NJ
Giants Stadium ~~Continental Airlines Arena~~ *James R. Minish*
~~Continental Airlines Arena~~ Meadowlands Sports Complex, 50 Route 120
 STREET ADDRESS
 East Rutherford NJ 07073
 CITY STATE ZIP CODE
 201-460-~~4387~~ *4204*
 Business Phone

SIGNATORY MUSICIAN HOME LOCAL UNION NO
 x *[Signature]*
 SIGNATURE OF SIGNATORY MUSICIAN
 MUSICIAN'S HOME ADDRESS
 CITY STATE ZIP CODE
 Rob Light 296790
 Booking Agent Agreement No.

1200 Center
 Mail To: Ron VanDeVeen; NJ Sports and Exposition Authority; ~~Continental Airlines Arena~~, Meadowlands Sports Complex, 50 Route 120; East Rutherford, NJ 07073
 Business phone: 201-460-4387; Business fax: 201-507-8122



ADDITIONAL RIDER TO CONTRACT DATED : 03/05/2008

BY AND BETWEEN BRUCE SPRINGSTEEN AND THE E STREET BAND - Thrill Hill Productions, Inc. f/s/o
BRUCE SPRINGSTEEN AND THE E STREET BAND (13-2852897)

(hereinafter referred as PRODUCER), AND NJ Sports and Exposition Authority

(hereinafter referred as PURCHASER) FOR PERFORMANCE (S) AT Giants Stadium

IN East Rutherford, NJ ON Sun 07/27/08 - TBA, Mon 07/28/08 - TBA, Thu 07/31/08 - TBA

Expenses

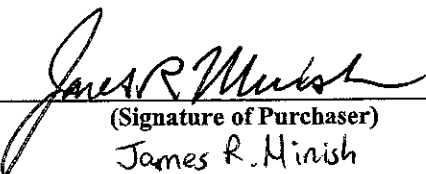
VARIABLE EXPENSES:

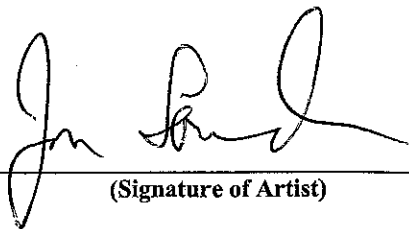
Total Variable %: .00% Total Variable \$: \$00

FIXED EXPENSES:					
Advertising	\$250,000.00	Sound & Lights	\$180,000.00	Hard Hats	\$275.00
ASCAP	\$28,173.00	Stage	\$130,060.00	Permits	\$1,500.00
Barricade	\$3,479.00	Stagehands	\$220,200.00	Plywood	\$6,210.00
BMI	\$21,130.00	Towels	\$690.00	Production consult	\$3,259.00
Box Office Fee	\$17,463.00	Ushers (/takers)	\$81,201.00	Rain Gear	\$789.00
Catering	\$71,162.00	Utilities	\$16,312.00	Supervision	\$44,145.00
Clean-up	\$122,434.00	Other Expenses:		Tarp	\$15,000.00
Furniture	\$22,092.00	Ambulance	\$1,350.00	Terraplas	\$60,000.00
Insurance	\$58,036.00	Backstage	\$80,437.00	Toilets	\$29,041.00
Medical	\$21,234.00	Box Office Staff	\$4,216.00	Toll Calls	\$2,000.00
Miscellaneous	\$25,000.00	Chair-ties	\$1,409.00	Trailers	\$3,508.00
Phone	\$3,775.00	Chairs	\$25,860.00	Union Trades	\$113,435.00
Rent	\$540,000.00	Cranes	\$17,727.00	Vans	\$35,756.00
Runners	\$3,680.00	Forklift	\$13,556.00	Wristbands	\$2,250.00
Security	\$84,131.00	Fuel	\$1,699.00		
Security/Police	\$127,800.00	Generators	\$12,075.00		
Set-up	\$10,022.00	Golf Carts	\$15,180.00		
Notes:				Total:	\$2,528,751.00

If the PURCHASER has other or greater expenses, the contract shall not be affected (except advertising, stagehands or catering, which may increase with written approval of ARTIST's management). If, however, the bona fide aggregate paid bills related to any of the above listed costs shall total less than stated herein, the expenses will be reduced by the difference between the total listed costs above and actual total listed costs as established to the reasonable approval of ARTIST's auditors based on the books, records, and paid bills maintained in connection with the event. It is the responsibility of the PURCHASER to have on hand at the event any and all original paid or unpaid bills needed to document said expenses. Any expenses not so documented will be the PURCHASER's sole responsibility.

ACCEPTED AND AGREED TO BY:


(Signature of Purchaser)
James R. Minish


(Signature of Artist)

THRILL HILL PRODUCTIONS TOUR RIDER 2007

The purpose of this rider is to assure the Purchaser, the Artist, and the audience the most professional performance situation possible. Please be aware our tour is visiting many types of venues. Some requirements may need to be adjusted. Please have your technical representative go over this for conversation with our production manager.

For any questions, the following people are your contacts. Please call no matter how minor or insignificant a problem seems.

Management

Jon Landau Management
Jon Landau/ Barbara Carr
158 Rowayton Avenue
Rowayton, CT 06853

Tour Director

George Travis


Production Manager

George Stipanovich

Booking Agent

Barry Bell - BFB Consultant LLC

Rob Light - CAA

Business Management

Chapman, Bird, Grey & Tessler
Nancy Chapman, Patty DeFrancesco, Teresa Polyak

Tour Accountant

Michael Lorick

John Czaikowski

Road Managers

Wayne Lebeaux


Security Director

Jerry Fox Jr.

Catering Advance

Rolando Ramos;

Public Relations

Shore Fire Media / Marilvn Laverty

Spots and Ad/mats

Bill Young Productions/Steve Bassett

Vendor Contact info

Merchandising

Signatures / Rick Fish

Lighting

Morpheus Lighting / Paul Weller

Sound

Audio Analysts / Bert Pare, Albert Leccese

Video

Pete's Big TV's/ Peter Daniel

This RIDER to be attached and made part of the CONTRACT dated March 5, 2008 between Thrill Hill Productions, Inc. (hereinafter called "ARTIST") and New Jersey Sports & Exposition Authority (hereinafter called "PURCHASER").

The following provisions shall be deemed incorporated in and as part of the attached Contract. Furthermore, no changes shall be allowed without the prior written consent of the ARTIST.

A. TICKET SALES: All tickets must be printed BRUCE SPRINGSTEEN and the E STREET BAND. The PURCHASER shall provide a ticket manifest upon the signing of this Contract. The manifest must be produced by a bonded printer and must be confirmed as being correct by a notary public. This manifest should show the number, price and color of all tickets that will be produced for the performance(s). All tickets must be consecutively numbered and in the event of more than one performance in one venue be printed in a different range of color for each performance. If a different price scale is to be used for advance and day of performance sales, then two types of tickets must be used. Each should clearly show the relevant price and furthermore the two types of tickets to be used must be easily distinguishable by use of different colored stock. Each ticket must have the following wording clearly displayed on its face: "No cameras, tape/video recorders/laser pointers are allowed." "Bruce Springsteen and the E-Street Band" should be same font size.

On the date of the performance the PURCHASER must furnish the ARTIST'S Production or Tour Manager with a seating chart of the venue. This chart must show all the positions of unsellable/obstructed vision tickets that have been withdrawn from sale and the positions of any complimentary tickets held.

PURCHASER will present to the ARTIST'S Tour Manager/Accountant at the time of the performance financial settlement(s), all unsold tickets for counting and verification against the venue box office report(s). Gross ticket sales shall be determined by the difference between the numbers of the tickets printed, less any tickets not sold. This is a "no comp" tour except for zero dollar tickets designated otherwise at artist discretion (charitable organizations, etc).

In the event of tickets being sold at a discount for any reason whatsoever, the gross ticket sales will be based on the full face value of the tickets and not the reduced price unless prior written agreement of the ARTIST has been obtained.

A venue box office statement shall be furnished to the ARTIST'S Tour Manager/Accountant not later than two (2) hours after the commencement of the performance(s). The ARTIST'S Tour Manager/Accountant shall have the right to enter the venue box office at any time on the date of the performances(s) to inspect the records that relate to the gross receipts of each performance. Where the gross ticket sales exceed the gross potential ticket sales as stated in the attached contract, the ARTIST shall be entitled to, AT A MINIMUM, COLLECT THE EXCESS GROSS MULTIPLIED BY THE DESIGNATED PERCENTAGE SPLIT PER THIS AGREEMENT. IF NO PERCENTAGE SPLIT HAS BEEN DESIGNATED IN THE DEAL TERMS, ARTIST SHALL COLLECT 100% OF ANY EXCESS.

B. TICKET HOLDS: Ticket holds will be discussed before going on sale. There are no comp tickets held for this show. If there are contract agreements with facility or facility sponsor or others, please have a copy of that agreement for tour accountant. Any seating existing but not part of manifest or gross for purchaser contract (i.e.: sky boxes, etc.) should still be in master manifest for tour accountant.

C. TAXATION:**1. General**

Subject to the following provisions of this clause, PURCHASER shall pay, at its sole costs, all taxes, fees, dues, levies, and the like relating to the performance.

2. Withholding Taxes:

PURCHASER agrees to co-operate with ARTIST in the reduction to the extent possible of any so-called withholding tax assessable against artist.

In the event that any withholding is required by local laws to be deducted in respect of sums payable to ARTIST, PURCHASER shall promptly inform ARTIST of the percentage or amount which PURCHASER is required to deduct and the basis for the deduction. PURCHASER shall also inform ARTIST of the name and address of the relevant authority for the purpose of enabling the ARTIST, if it so wishes, to make an application to reduce any such liability or otherwise to challenge the liability with the relevant authority.

PURCHASER shall be entitled to deduct from the sums payable hereunder any sums required to be deducted by PURCHASER on account of withholding tax. Any sums so deducted shall be remitted immediately to the relevant authority or held in an earmarked client trust account until such time as PURCHASER is required to pay such sums to the relevant authority.

PURCHASER shall furnish to ARTIST at the earliest possible opportunity following the performance as is permitted under local law a certificate or receipt in respect of all sums deducted on account of withholding tax. Such certificate or receipt shall be in the form provided for under local law and, where permitted by local law, PURCHASER shall ensure that such certificate or receipt shall be made out in a name nominated by ARTIST or its advisors. An English translation of such certificate or receipt shall be provided by PURCHASER to ARTIST.

3. VAT:

All sums payable to the ARTIST under the Contract are expressed to be exclusive of value added tax or equivalent (if any). In the event that value added tax or equivalent is payable, PURCHASER shall advise ARTIST in advance of the performance in the event that PURCHASER is not entitled, under the legislation and /or regulations governing value added tax or equivalent in the country in which the performance takes place, to account for such tax on behalf of ARTIST. Unless the PURCHASER is not so entitled, PURCHASER shall notify ARTIST of its value added tax registration number (or equivalent). Notwithstanding the foregoing ARTIST shall have the right to charge value added tax (or the equivalent tax), if applicable, in respect of sums payable under this contract.

D. METHOD OF PAYMENT: The ARTIST'S fee shall be divided into three (3) parts:

1. Unless otherwise provided in the contract an advance deposit against the guaranteed fee. This amount, to be as detailed in the attached contract, shall be paid to CREATIVE ARTISTS AGENCY or as otherwise directed in the contract not less than thirty (30) days prior to the date of the performance(s).
2. Unless otherwise provided in the contract the balance of the guaranteed fee shall be calculated and paid to the ARTIST'S Tour Manager/ Accountant at the time of the financial settlement on the date of the performance(s).
3. Unless otherwise provided in the contract any percentage overage/override or sound and light or bonus payment over and above that of the agreed guaranteed fee and as per the terms of the attached Contract, shall be calculated and paid to the ARTIST'S Tour Manager/ Accountant at the time of the financial settlement on the date of the performance(s).

These final payments on the date of the performance(s) shall be made in the form of certified check, banker's draft, wire transfer or cash. The ARTIST'S Tour Manager/ Accountant will advise the PURCHASER prior to the date of the performance(s) of the required method(s) of payment(s).

E. SETTLEMENT: The financial settlement of the performance(s) shall take place on the date of performance(s) and shall begin no later than one (1) hour after the commencement of the performance. At this time the PURCHASER will be available together with a representative of the venue. A full review of ticket sales and the final box office accounting will be undertaken under the supervision of the ARTIST'S Tour Manager/Accountant. The PURCHASER will also furnish the ARTIST'S Tour Manager with a full set of duplicates of these items for his records. All expense amounts presented must have backup documentation. If not, the expense cannot be included in the ARTIST'S fee calculations. At this time the performance expenses will be compared with those submitted to the ARTIST'S agent in advance of the performance. Any increase between the estimated and actual figures must be justified to the satisfaction of the ARTIST'S Tour Manager/Accountant at this time.

Any expense item submitted should be net of any commissions, refunds, tax rebates (VAT or equivalent) due to the PURCHASER. The PURCHASER and the ARTIST'S Tour Manager/Accountant have the right to call upon their own representatives in specialized fields such as production, advertising and catering should further justification or explanation be required. All expenses should be costed and itemized in as much detail as possible. Any long-term venue rental agreement, related rates and cut-off conditions must be revealed at this time.

No approval will be given for the withholding of any sums in respect of damages to venue fixtures or fittings. PURCHASER must invoice for any and all damages and provide adequate venue or other documentation attesting to the value claimed. Invoices must be sent to the address below within one month of the date of performance. A copy of the damage-insurance policy should be submitted with the invoice together with the result of the claim first filed with the insurance company for amounts of damage exceeding any deductible or excess. Direct all invoices to Thrill Hill Productions, c/o Chapman, Bird Grey & Tessler, att: Patty DeFrancesco, 1990 Bundy Avenue, Suite 200, Los Angeles, CA 90025.

F. BILLING: The ARTIST shall receive One Hundred Percent (100%) sole exclusive headline billing as "BRUCE SPRINGSTEEN and the E STREET BAND" in all forms of advertising and publicity. All print advertising must utilize the ad mats as furnished by BILL YOUNG PRODUCTIONS. All ADMATS, radio, and TV SHOULD BE ACQUIRED AND PURCHASED directly from BILL YOUNG PRODUCTIONS.

G. OPENING ACTS: There are no opening acts for this show.

H. CAMERAS: No member of the audience shall be allowed to enter the venue with camera equipment. Members of the audience shall be required to hand any such equipment to venue security personnel upon entering the venue in exchange for a receipt. Members of the audience should be able to claim back their equipment upon presentation of their receipt at the time of their exit from the venue. The PURCHASER shall arrange with the venue for these security procedures to be adopted.

I. AUDIO/VISUAL RECORDING/PRESENTATION: No portion of the performance(s) may be recorded, filmed or embodied in any form for the purpose of the reproduction of such performance(s). The PURCHASER agrees that he will prevent any such recording being made without the express written authorization of the ARTIST. A violation of this clause shall furnish absolute grounds for the ARTIST'S refusal to perform thereafter and in this event all costs including, but not limited to the overage/override payments due, shall be borne by the PURCHASER. **IF THERE ARE IN-HOUSE SCREENS OR PROJECTIONS used for commercials before the show they must not have audio. APPROVAL FOR USE MUST BE GIVEN BY TOUR MANAGER BEFORE DOORS OPEN.**

The ARTIST reserves the right to film or record the performance for any purpose. Should such an act require the consent of the venue or its associated labor unions, then the ARTIST'S film or recording production contractor may liaise and negotiate with the venue direct. Extra costs or conditions incurred as a result of such a situation will be dealt with between the venue and the production contractor out of the context of the performance contract and subsequent financial settlement.

J. MERCHANDISING: The PURCHASER shall not without the prior written permission of the ARTIST, produce or sell souvenir programs, posters, badges, clothing or any other items that bear the ARTIST'S name(s) or logo. Also, there are to be no glow in the dark type items or roses sold for this performance. The ARTIST'S licensee is SIGNATURES MERCHANDISING. SIGNATURES MERCHANDISING has sole and exclusive right to sell, promote and advertise any and all types of merchandise in the venue on the date of the performance(s). ALL NON EDIBLE CONCESSIONS/MERCHANDISE MUST BE CLEARED THROUGH SONY SIGNATURES MERCHANDISING. This includes binoculars and other "day of show specific" rentals.

The ARTIST'S licensee will liaise direct with the venue as to the conditions. The PURCHASER agrees that he will make the venue aware of this clause and furthermore assist the ARTIST, the ARTIST'S licensee and the venue in prohibiting unauthorized vendors of merchandise bearing the ARTIST'S name and/or logo from operating on and around the property of the venue.

K. TIMES: The PURCHASER shall advise the ARTIST'S agent upon or before the issuance of this Rider of the advertised time of the performance and of the time at which the audience will be permitted to enter the venue. These times must be confirmed to the ARTIST'S Tour Manager before the date of the performance(s), together with any applicable curfew requirement and subsequent overrun fines or penalties.

L. TECHNICAL REPRESENTATION: The PURCHASER shall ensure that his Technical Representative is present at the venue from the start of the set-up of the ARTIST'S equipment until the end of the tear-down. The ARTIST'S Representative shall be available to assist in liaison between the ARTIST'S Production Staff and the Technical Staff of the venue. This Representative must have a good command of the English language.

M. MEDICAL SERVICES: The PURCHASER shall have available at short notice if required, a Medical Doctor, a Chiropractor and a Dentist. These professionals do not have to be present at the performance(s); however, the ARTIST or any staff may require the services of such professional in an emergency.

N. INSURANCE: The PURCHASER shall as a condition of the attached Contract take out adequate public liability and property damage insurance coverage for the performance(s). The ARTIST (Thrill Hill Productions) must be added as a named insured party on such a policy. Liability limit shall not be under Ten (10) Million US Dollars combined single limit for bodily and property damage.

O. CANCELLATIONS: In the event of illness, labor union restrictions, strikes or any and all other events beyond the control of the ARTIST, including but not limited to, failure of transportation, the ARTIST shall not be responsible for any costs incurred in the set-up and promotion of the performance(s). In the event the PURCHASER claims the ARTIST has breached this Contract, the limit of any liability for damages chargeable to the ARTIST shall be the minimum guaranteed payment if any provided for in respect of any performance(s) actually rendered hereunder. Provided that substantially all of the musicians can perform, in the event of illness or accident to an individual artist, other than BRUCE SPRINGSTEEN, PURCHASER shall not have the right to cancel this engagement.

In the event that for any reason other than breach by the Purchaser that the performance will not take place, within ten (10) days, the Artist shall forthwith return to the purchaser all funds previously advanced.



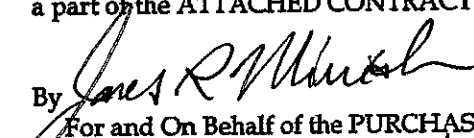
~~P. NON-APPEARANCE INSURANCE: It is hereby understood that as a condition of the attached Contract the ARTIST at their discretion will effect insurance against the loss of any remuneration, whether payable to them by way of guarantee, share of profits, fee or otherwise howsoever which may be suffered by it in the event that the ARTIST is unable to appear singly or jointly due to death, accident or illness of the insure person, subject always to the conditions and limitations and exclusions of the said insurance. It is a condition of the attached Contract that the PURCHASER will at his own expense effect such insurance as is available against loss of expenses, costs and/or commitment and/or guarantees and/or net profit as defined, excepting only the particular risk insured against by the ARTIST in accordance with the above paragraph, which may be incurred by or attached to the PURCHASER in the event of each and any non-appearance of the ARTIST or inability of the ARTIST to appear for any reason whatsoever provided that such non-appearance or inability to appear is caused by events or circumstances beyond the control of the ARTIST or PURCHASER. It is hereby understood and agreed that the ARTIST shall have (in the terms of the insurance mentioned in this paragraph) no liability whatsoever to the PURCHASER in respect of any items mentioned in this paragraph.~~

It is agreed by both parties that Paragraph P is hereby deleted in its entirety and any guarantee under this Contract would pertain to the performances actually rendered.

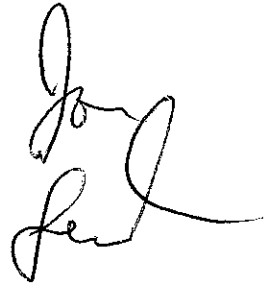


Tech rider on following pages: Again, please note we are performing at many different types of venues so please go over specifics with Tour Production Manager for your venue.

The terms and conditions of THIS RIDER and the TECHNICAL RIDER have been accepted and agreed as a part of the ATTACHED CONTRACT.

By 
 For and On Behalf of the PURCHASER
 Name JAMES R. MINIS Title Executive Vice President

Executive Vice President



By
 For and On Behalf of the ARTIST
 Name
 Title

THRILL HILL PRODUCTIONS TOUR RIDER 2007

Purchaser shall timely and completely provide to ARTIST all of the services, facilities, and materials required by ARTIST, and/or the production companies used by ARTIST that are providing technical support for this performance. This section should go to PURCHASER'S Representative for discussion with Artist Production Manager and Road Manager.

A. PURCHASER'S REPRESENTATIVE

1. Purchaser agrees to furnish a knowledgeable representative, at Purchaser's expense, (Promoter Rep and or Stage Manager is not a show cost). This representative must be capable of making any decision (pertaining to ARTIST'S Engagement) from the time of the arrival of the production equipment through the time of its departure.

2. Purchaser's representative will remain in the immediate backstage area and must be in constant contact with the ARTIST Production Manager. Purchaser's representative shall provide ARTIST with twenty four (24) hour telephone numbers, office, cellular, and residence, fourteen (14) days prior to the date of engagement.

B. RUNNERS/ WARDROBE HELPERS

The Purchaser will provide the ARTIST Production Manager with Three (3) runners total, unless otherwise requested, at the venue from the time of load-in to the time of load-out to report to the PRODUCTION MANAGER. One (1) runner will work with the tour road manager at the Band hotel. He will be dispatched to the Band Hotel after checking in at the Venue. This runner's need to be bi-lingual (for European dates) and have a good understanding of the English language. They should have a valid driver's license, a car or van, a good knowledge of the area, and yellow pages. TWO WARDROBE/DRESSING ROOM HELPERS will also be required.

C. RULES AND REGULATIONS

It is the Purchaser's obligation to inform the ARTIST'S Production Manager of any mandatory union breaks, curfew, fire regulations, minimum light level requirements, maximum sound level limits, or any other unique regulations or peculiarities at least fourteen (14) days prior to the engagement, as subsequent evaluation thereof may place performance in jeopardy.

D. BILINGUAL TRANSLATORS (NON ENGLISH SPEAKING DATES)

The Purchaser shall provide ARTIST with bilingual personnel. These people will be used by the production team, the catering coordinator, and the security coordinator. It would be preferable to have one such person for each group mentioned above. If there is any problem in securing such personnel, the Purchaser should contact the ARTIST'S Production Manager at least three (3) weeks prior to the performance.

E. ACTIVITIES IN PLACE OF ENGAGEMENT

There shall be no scheduled or unscheduled activities at venue from load-in until all crew have showered after load out. This includes, but is not limited to, any type of sporting event, Tours of Building, etc. There are to be no announcements or speeches from stage. All announcements are to be cleared by the Artist's stage manager.

Thrill Hill Productions 2009

Working on a Dream

v5

3/31/2009

F. SECURITY

For budget purposes vehicles should be figured as: airport to hotel; hotel to venue; venue to hotel; hotel to airport. (Note crew may be different hotel)

Upon Arrival and Departure from Airport (Band and Crew) Check with Road Manager

Wayne Lebeaux

1. Four (4) ten (10) passenger vans with bi-lingual drivers for band party. These vans should have tinted windows and enough room in the rear to store luggage. If necessary to accommodate this request please remove the rear seat.
2. Two (2) forty (40) passenger vans with bi-lingual (for non-English speaking dates) drivers for crew party. Check with production manager to make sure this is needed for your show. For European shows only.
3. Two (2) crew luggage vans, Two (2) for band. There must be room for a tour representative to ride with each vehicle.

Local Ground Transport (Hotel to Venue) Band-check with Road Manager

Wayne Lebeaux

1. Four (4) eight (8) passenger van with bi-lingual driver. These vans should have tinted windows and enough room in the rear to store luggage. If necessary to accommodate this request please remove the rear seat.
2. Two (2) mini busses fourteen (14) to twenty (20) passengers.
3. One (1) car as needed, two (2) vans as needed on non show days.

Local Ground Transport to Venue Crew

1. To be advanced when necessary by tour production manager.

H. ACCESS

1. Access to the place of performance for unloading and loading equipment at time specified by tour Production Manager.
2. Access to the stage area of fourteen feet (14') / 4.5 meters height clearance.
3. Complete floor covering for all necessary areas required by the facility.
4. Snow and ice removal equipment and supplies.

I. STORAGE SPACE

Storage space is required for the storage of crates and dollies after load-in. This space should be secured, away from audience traffic, and as close to the backstage area as possible.

J. PARKING

Sufficient space for ten (10) fifty three foot (53') tractor trailers. Six (6) crew coaches with shore power hookup. Any shuttle vans and runner vehicles for a period commencing twelve (12) hours prior to the load-in and four (4) hours after the performance is concluded. It is imperative that these vehicles are not blocked in any manner, and have free access in and out of the parking area at all times.

K. TRAFFIC DEPARTMENT/PERMITS:

If it is necessary to obtain permits or clearance in order to load-in and load-out around the venue, the Purchaser should make all necessary arrangements well in advance of the Engagement.

L. STAGE/MIXING POSITIONS AND SET UP AREA: : Artist carries his own rolling stage Fifty- six feet (56) / seventeen (17) meters wide and forty feet (40) / twelve (12) meters. One hundred fifty (150) feet / forty-five (45) meters from the rear wall of the arena floor must be kept clear for the production to load in.

Front of House mix is no more than 100' (30 m) from Front of stage.

Sound will require a platform Twelve (12) feet / four (4) meters wide by twelve (12) feet / four (4) meters deep by one (1) foot / thirty (30) centimeters high

Lights will require a platform Twelve (12) feet / four (4) meters wide by twelve (12) feet / four (4) meters deep by one (1) foot sixty / (60) centimeters high

Camera platform One (1) - Four (4) / 1.2 meters wide / by eight (8) / 2.4 meters deep two feet (2') / sixty (60) centimeters high beside sound platform.

M. RIGGING: As attached and discussed with Production Manager and / or Tour Rigger

N. BARRICADE: To be discussed with Production Manager

If show is sold as General Admission floor we will be using a double Barricade, (supplied by Promoter)

O. Internet requirements: To be discussed with Production Manager.

Minimum 1 meg download speed/Minimum 5k upload/DHCP assigned or Static IP address (provide to prod mgr. in advance)

Unfiltered outbound access on all ports.

Location to ISDN connection in venue if requested.

P. POWER REQUIREMENTS:

These are European / American power requirements. In cases of shows in other countries the power equivalents of the below will be required. The production requires two (2) completely separate power services. Two (2) services off the same transformer is not acceptable. Production Manager should be made aware of all venue transformer load times, i.e.: air conditioning, concession stands, parking lot lights, etc.

1. **Lighting/ America:** Lighting requires two (2) services
 Two (2) - Four hundred (400) amp three (3) phase five (5) wire (120 - 208 v)
Lighting/Europe:
 Two (2) - Two hundred (200) amp three (3) phase five wire (220 / 380 v.)
 One (1) - One hundred fifty (150) amp three (3) phase five wire (220 / 380 v.)
 plus cold water pipe ground located fifty (50) feet of up stage center

2. **Sound/ America:**
 Sound requires one (1) service.
 One (1) four hundred (400) amp three (3) phase five (5) wire (120 - 208 v.)
 plus cold water pipe ground located fifty (50) feet of up stage center
Sound Europe:
 Sound requires one (1) service
 One (1) - two hundred (200) amp three (3) phase five wire (220 / 408 v.)
 plus cold water pipe ground located fifty (50) feet of up stage center

3. **Rigging:**
 One (1) one hundred (100) amp three (3) phase five (5) wire (120 - 208 v.)

4. **Video/ America:**
 One (1) two (2) hundred (100) amp three (3) phase five (5) wire (120 - 208 v.)
Video/ Europe:
 One (1) sixty-three (63) amp three Phase (3,0), (220 / 408) volt five wire, plus cold water pipe
 ground. Power should be located within fifty (50) feet from Up Stage Center.
 If there is house video it's use must be approved by Production Manager.

5. **Buses:**
 Six (6) busses, one hundred (100) amp single phase within fifty feet (50') of parking area. Whenever
 possible busses will be in backstage compound.

6. **Disconnection Location:**
 Adequate fusing, spare fuses, disconnect switches and terminals suitable for attachment of 4/0
 cables with lugs will be required at this source.

7. **Voltage:**
 The voltage shall not vary or fluctuate more than five percent (5%) from 208 volts with balanced
 electrical loads.

8. **Generators:** Check with ARTIST production manager if a generator is required for power
 specifications. If needed a 1,000 KVA generator will be for lighting with a 500 KVA for
 with 400 amp 3/0 220/415 volt backup.

9. **Electrician:** Facility electrician should be present at stage call and throughout the remainder of the
 performance and until the end of load-out.

10. **Elevators:** If elevators are used for load-in/out. There must be a qualified elevator on call for load-in
 and on site for load out.

Q. FORKLIFTS

Two forklifts are required at each venue. Fork should have a minimum capacity of five thousand (5,000) pounds and lift to a height of fifteen (15) feet with side shift capability. There must be sufficient fuel to operate this equipment from the start of production load-in until the finish of the load-out.

R. SPOTLIGHTS: Check with Production Manager for your venue.

The Purchaser is to provide Four (4) super trouper follow spots in perfect working order. Colors for super troupers will be supplied by ARTIST. The touring lighting system will include spotlights on the truss. For budget purposes assume ten (10).

S. STAGE AND WORK CALLS: ALL CALLS TO BE VENUE SPECIFIC

The standard stage call will be: (These numbers are for budgetary purposes only.)

Load In

6:00 am

Eight (8) Riggers UP

Four (4) Riggers DN

One (1) Forklift Operator

Eight (8) stagehand(s)

Four (4) loaders

8:00 am ADD

Two (2) runner(s) Production

One (1) Electrician

One (1) Forklift Operator

Twenty-four (24) stagehand(s)

One (1) dressing room helper

One (1) Catering Runner

10:00 am ADD

Eight (8) stagehands

Show Call

(One Half hour before show ticket time)

Ten (10) Truss spot Operators (please make sure they are able to climb wire rope ladder)

Four (4) House spot Operators (2 front and on to the side spots and 2 rear spots)

One (1) House light person

Load-Out time TBA

Eight (8) Riggers up

Four (4) Riggers dn

(2) Riggers down

Two (2) Forklift Operators

Eight (8) Truckloaders

Fifty-four (54) Stage Hands

One (1) Electrician

All house work (spot lights set up, mix riser set up, seat set up and tear down) must be done by a crew separate from the stage crew. If the load-in / load out entails the need of an elevator there should be an elevator mechanic/service person present (not on call) for load out.

Working personnel requirements may fluctuate due to venue schedules and layout, in addition to union structure. Therefore all work and stage calls will be set by ARTIST'S Production Manager in advance with Purchaser's representative.

T. PRESHOW BAND/GUEST ACCOMMODATIONS:

There is need of two band meet & greet areas for band guests before the show. These should be accessible but not directly connected to the backstage dressing rooms. There will be security at the entrances for and passes provided by tour for access.

1. **E -STREET LOUNGE:** From opening of doors till ticketed show time. Pay bar and catering as directed by tour catering coordinator. In general 200+ people. (perhaps upstairs club room or restaurant), not catering area. **THIS WILL BE TICKETED GUESTS WITH PASSES.**
2. **Little Steven's Underground Garage:** From opening of doors till ticketed show time. Pay bar and catering as directed by tour catering coordinator. In general 25+ people. (perhaps upstairs club room or restaurant), not catering area... This can be attached with designated divider from E-Street Lounge. To be directed by tour catering coordinator.

U. BACKSTAGE ACCOMMODATIONS:

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CHECK LIST

- Artist Tickets
- Bus stocking
- Catering - 1/2 hour before load-in call
- Crew
- Curfew
- Dinner
- Doctor
- Dressing Rooms
- Electrician
- E-Street Lounge
- Forklifts
- House Lights
- Internet
- Load-in
- Load-out
- Lunch Break
- Merchandising
- Mix Positions
- Overnight security
- Parking
- Passes
- Phone lines
- Rain protection
- Riggers
- Runners
- Security
- Show Call
- Sight Lines
- Snow and ice removal plans
- Sound check
- Towels
- Working Area cleared until Okayed by Production Manager

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of June, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Metropolitan Talent Presents, LLC, 100 5th Avenue, 11th floor, New York, NY 10011, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER, hereinafter referred to as the ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Foo Fighters

Date: July 29, 2008

Time: 7:00 PM – 11:00 PM

Event Length: 4 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 29th day of July, 2008 and to the 30th day of July, 2008 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers/exhibitors for presentation of the Event. LICENSEE will present all applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth

above, agrees to pay the LICENSOR the sum of \$75,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the Event after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public in consultation with LICENSEE.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and

subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by LICENSOR. The floor shall be General Admission.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

e. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>Area</u>	<u>Price</u>
GA Floor, Lower Tier	\$48.00
Lower Tier, Upper Tier	\$41.50
Upper Tier	\$28.00

The \$3.00 facility fee, which the LICENSOR will be entitled to retain, is included in the ticket prices above.

The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

f. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

The LICENSOR has the right to hold seats for suite relocation for obstructed view suites due to production. These seats are complimentary.

g. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: NO COMP show except for Suite tickets.

LICENSEE: NO COMP show except for Suite tickets and promotional tickets approved by management.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1(b) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour, unless the length time is exceeded due to LICENSOR delay.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than force majeure or LICENSOR default, \$80,000 shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Foo Fighters
Supergrass

b. Production of the participants in the Event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE and the LICENSOR, insuring the operations of each party as contemplated by this Agreement, in addition to the contractual assumption of liability as stated within. Such General Liability insurance shall be written with a limit of not less than \$5,000,000 combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any agents or performers and any contractors or sub-contractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. Coverage may be provided under one policy naming both LICENSOR and LICENSEE as named insureds, or individual policies written with the same terms and conditions.

LICENSEE shall obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws. In addition, carry Employers Liability Coverage for a limit of not less than \$500,000.

LICENSEE agrees to obtain, at its own cost and expense, All Risk insurance on a replacement cost basis covering all personal property of the LICENSEE including property of others used in connection with the show, with the exception of property owned by the LICENSOR. The policy shall contain a waiver of subrogation in favor of the LICENSOR.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be reasonably necessary to restore said premises to its original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided 10 days prior to the event to the LICENSOR. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the uncured breach, gross negligence or willful misconduct of LICENSEE, its agents, members, contractors, subcontractors, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there. The aforementioned indemnity provision does not apply to the extent that the liability, damage or loss results from the sole negligence or gross negligence of LICENSOR or its employees and/or agents in the operation and maintenance of the Premises.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid License Fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non-event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any

intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied, except for backstage catering, by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. Artist travels with his own tour caterer and shall pay no buyout for such right.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal:

80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the License Fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the ARTIST.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to, responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast. To the extent such claims, damages, liability, cost and expenses do not arise out of LICENSOR gross negligence.

18. **RECORDING**

LICENSEE agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer, performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or

incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas, and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR officers, directors, selected employees and selected

concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. The aforementioned indemnity does not apply if loss, damage, liability or injury is due to LICENSOR sole gross negligence or willful misconduct.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. All advertising settled at Gross (4.5% commission).

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR or LICENSEE impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons, with reasonable cause.

33. **OPENING HOURS**

LICENSOR agrees to open doors for event at 6:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not reasonably possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their

seats or to exit the building. All other announcements are subject to ARTIST approval and ARTIST contract restrictions.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above unless delay is due to LICENSOR.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

Neither LICENSOR nor LICENSEE will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee and expenses as herein agreed to be paid.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the Event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSEE or LICENSOR or which the LICENSOR or LICENSEE is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in

any way does not meet the approval of the LICENSOR provided however the LICENSOR agrees to notify and provide a reasonable opportunity to address the LICENSOR'S concerns. If such concerns are not properly addressed then the LICENSOR shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the LICENSEE, LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The Arena shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

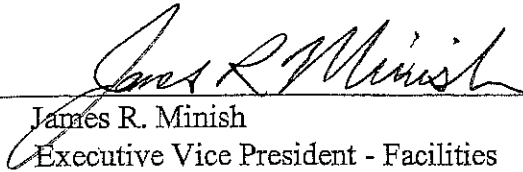
49. **ADVANCE FUNDS**

In the event that for any reason other than breach by the LICENSOR that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the LICENSOR all funds previously advanced.

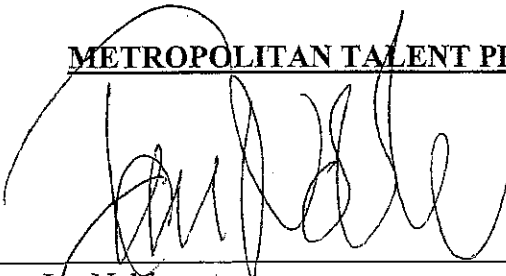
In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the LICENSOR, the LICENSEE shall have primary responsibility for the recovery of those funds

although nothing herein shall prevent the LICENSOR from bringing direct action against the performers of the performer's entity for recovery.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish
Executive Vice President - Facilities

METROPOLITAN TALENT PRESENTS, LLC

By  _____
Ian Noble
Senior Producer

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of July 2008 by and between the New Jersey Sports and Exposition Authority ("LICENSOR") and Bowery Presents, 156 Ludlow Street, 5th floor, New York, NY 10002 hereinafter referred to as the LICENSEE. In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** LICENSOR hereby grants to LICENSEE and LICENSEE hereby accepts from LICENSOR the license to use the Premises (described below) for the purpose of staging an outdoor festival on August 11, 2008 (hereinafter referred to as the "Event").

LICENSEE has inspected parking lot 15 of the Sports Complex located south of Giants Stadium in East Rutherford, New Jersey ("Licensed Area"), which shall be the site of the Event. LICENSEE hereby accepts the Licensed Area "as is" as suitable for LICENSEE'S intended use. LICENSOR makes no representations as to the condition or fitness for any use of the Licensed Area except as may be requested by LICENSEE and approved in writing by the LICENSOR. LICENSEE shall make no alterations or modifications to or within the Licensed Area without the written consent of the LICENSOR.

Notwithstanding the foregoing, the Licensed Area shall also include use of portions of Giants Stadium including, without limitation, access tunnels, locker rooms (except those of the professional franchises), restrooms, ticket booths, adjacent parking facilities, Stadium Club dining areas and all other facilities of the Stadium utilized in presenting the Event subject to the approval of the LICENSOR.

b. **DESCRIPTION OF EVENT:**

Tony Hawk's Boom Boom Huckjam

Date: August 11, 2008

Time: 5:00 PM – 7:45 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the Licensed Area from 8:00 a.m. on the 11th day of August, 2008 and to the 11th day of August, 2008 at 11:00 p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the Licensed Area as agreed to by the parties.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the Event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S STADIUM/ARENA Manager upon demand.

2. **LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the Licensed Area for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$20,000 plus expenses.

Gross Ticket Sales shall be defined as the total sum of all tickets sold less the 7% New Jersey State Sales tax and the \$3.00 facility fee. Sales tax shall be determined by the Ticketmaster tax audit. The LICENSOR will deduct the 7% New Jersey State Sales tax during settlement, and will remit the tax withholding directly to the New Jersey Division of Taxation. Should the LICENSEE require additional time for move-in or move-out there may, at the sole discretion of the LICENSOR, be imposed an additional rental fee of up to \$15,000 per day.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the Event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to their portion of the box office receipts and all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to move in, set up, tear down, move out and those set forth in paragraphs 4a and 4b incurred by the LICENSOR for the production of the Event deemed necessary by the LICENSOR. A preliminary settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damage, if any, has occurred to the premises, any portion thereof, or its equipment including terraplas and the grass field. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 100 business days after the close of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its Licensed Area, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any Licensed Area damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 100 business days after the close of the Event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The Licensed Area will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including (when applicable) but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public.

5. **BOX OFFICE FACILITIES:**

(a) Ticketmaster and LICENSOR shall be the approved ticketing agent for the Event. LICENSOR shall furnish LICENSEE a copy of the ticket printer's manifest. LICENSOR shall furnish LICENSEE a box office statement after each Event.

(b) LICENSEE shall pay LICENSOR all indirect and direct costs of the accounting, auditing and sale of tickets. The setup configuration shall be arranged through and subject to approval of LICENSOR. ALL SEATING FOR THE EVENT WILL BE GENERAL ADMISSION.

(c) All entry to the Premises on the Event date shall be by ticket only purchased at the full ticket price except for employees of LICENSEE and LICENSOR. LICENSOR will provide, as soon as practicable on the night of the Event, a count of all tickets deposited in the Stadium's drop boxes.

(d) All ticket sales for the Event to be staged under this Agreement shall be made under the direction, control, and supervision of the Stadium/Arena Box Office Manager, and the receipts from all such sales, whether made by the LICENSOR or the LICENSEE shall be held by the LICENSOR until a completion of the Event for the express purpose of securing payment of all sums of money due or to become due to the LICENSOR hereunder.

(e) Consignment of tickets - Payment for consigned tickets or return of unsold consigned tickets must be made in whole to the Arena box office no later than 3 days prior to the event.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the Event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

(a) Should the LICENSEE fail to provide the necessary materials, personnel or supervision necessary to properly operate the Event, the LICENSOR may charge the LICENSEE for any extra services which may be reasonably necessary to perform LICENSEE'S obligations including, but not limited to, staff, materials or refunds resulting from the Event not being conducted on time, due to LICENSEE failure to fulfill its obligations under this Agreement. The LICENSEE hereby agrees to accept the premise equipped as is and further agrees to pay any and all expenses incurred by the LICENSOR for restoring the premise, any portion thereof, its site or equipment at the termination of this Agreement to the original condition, ordinary wear and tear excepted.

(b) LICENSEE agrees to incorporate LICENSOR'S reasonable recommendations relating to the set-up and conduct of the Event based on LICENSOR'S experience with staging similar events at the Sports Complex.

(c) LICENSEE certifies and attests that it has a valid, properly executed and compatible contracts with the PERFORMERS whose service forms the basis for this use of the Stadium.

(d) Productions of the participants in the event.

(e) Payment to the PERFORMERS of all moneys due under and all contractual arrangements with them.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or

permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE, its contractors and subcontractors shall provide evidence of workers' compensation insurance for those employees working on the Licensed Area premises; and such workers' compensation insurance policies shall insure the obligations of such entity under the New Jersey Workers Compensation and Occupational Disease Laws with respect to the performance of the services to be provided by such entity at the Event. Evidence of such insurance coverage shall be provided to the LICENSOR at least ten (10) days prior to the Event.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said Licensed Area or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said Licensed Area and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of the Licensed Area shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of the Licensed Area, and if the attention of said LICENSEE is called to

a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, access gates, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in

the Licensed Area or because of maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

LICENSOR reserves all rights with respect to the sale of concessions in the Stadium and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, candies, sandwiches, beverages, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the Event or during any intermission which might be provided during the Event and shall receive no portion of the proceeds therefrom.

The LICENSEE shall enter into a separate agreement with ARAMARK for the sale of Event programs, and other items of merchandise related to the Event such as T-shirts, novelties, visors, sweatshirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval of the LICENSOR. LICENSOR will use its best efforts to prohibit the unauthorized sale or distribution of novelties or other items not authorized for the Event.

The merchandise deal for the Event is as follows:

70/30 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only. Aramark Sells.

17. **BROADCAST RIGHTS**

LICENSEE reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the Licensed Area during the terms of this Agreement. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such broadcast privileges. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the Event or Events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require advance payment to the LICENSOR of

any estimated related costs to be incurred by the LICENSOR for such recording privileges.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect at the Sports Complex. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

(a) LICENSOR shall furnish an adequate number of parking spaces for the public and adequate personnel to man such parking facilities, at locations convenient to the Premises.

(b) Parking will be controlled and operated by LICENSOR, which will retain and be entitled to all receipts from said parking. 25 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the Event, plus parking for trucks, busses and working personnel. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR. LICENSOR will charge \$12.00 per car and \$20.00 per bus for the Event.

(c) LICENSEE pledges its assistance in working out the most efficient traffic and parking plan possible both during the load-in and load-out periods and during the Event for the accommodation of LICENSEE and the general public.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA/STADIUM manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said Licensed Area and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said Licensed Area or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF PREMISES**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said Licensed Area or any stakes driven into ground in the Licensed Area nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said Licensed Area or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said Licensed Area and premises and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

It is understood by the LICENSOR that the LICENSEE will sell sponsorships for the Event covered by this Agreement and be entitled to display temporary advertising signage at approved locations provided by the LICENSOR.

Notwithstanding the foregoing, all sponsorships of the LICENSEE shall not conflict or compete with existing exclusive sponsors of the LICENSOR. LICENSEE agrees to provide LICENSOR with a written list of Event sponsors ten (10) days prior to the Event.

31. **OCCUPANCY INTERRUPTION**

In case the Licensed Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the STADIUM/ARENA, leave exhibits, equipment, or show material in the premises, but

LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the Licensed Area. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 5:00 PM.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to exit the Licensed Area.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the Licensed Area by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought to enforce the terms of this Agreement shall be filed in a court located in the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **LICENSEE COMPLIANCE WITH UNION REQUIREMENTS**

LICENSEE shall ensure compliance with all necessary union requirements in connection with the personnel and services supplied by LICENSEE. LICENSOR shall inform LICENSEE of the terms of any trade union agreement, written or oral, affecting such personnel.

49. **AUTHORITY TO CONTRACT**

LICENSOR and LICENSEE each represent that it has the power to enter into this Agreement and to grant or receive, as the case may be, the license herein granted, that the consent of no other person or entity (governmental or otherwise) is required in connection therewith, and that this Agreement constitutes a valid and binding obligation of LICENSOR and LICENSEE, enforceable against it in accordance with the terms hereof.

50. **AMUSEMENT RIDES**

Should LICENSEE choose to provide amusement rides for LICENSEE'S Event, LICENSEE shall and its contractors, vendors and subcontractors shall conform to and comply with all of the laws of the United States and the State of New Jersey and the written rules and regulations of the New Jersey regulatory agencies which license and oversee carnival rides and amusement games (including inspections). If the LICENSOR notifies LICENSEE of a violation of any such laws, rules or regulations by any of the aforementioned parties, LICENSEE shall, in the case of any violation by LICENSEE or its employees, contractors, vendors or subcontractors immediately desist from and correct such violation. LICENSOR retains sole right of approval of all amusement rides to be operated at LICENSEE'S Event and the location(s) for such amusement rides.

LICENSEE, its contractors, vendors and subcontractors shall provide evidence of workers' compensation insurance for those employees working on the Licensed Area; and such workers' compensation insurance policies shall insure the obligations of such entity

under the New Jersey Workers Compensation and Occupational Disease Laws with respect to the performance of the services to be provided by such entity at LICENSEE'S Event. Evidence of such insurance coverage shall be provided to the LICENSOR at least ten (10) days prior to the commencement of LICENSEE'S Event.

LICENSEE shall obtain evidence of Commercial General Liability insurance from all contractors, vendors and subcontractors in an amount equal to at least \$5,000,000 per occurrence (combined single limit) including personal injury and product liability coverage. Each policy shall name LICENSOR and LICENSEE as additional insureds with respect to all operations associated with LICENSEE'S Event.

LICENSEE shall not permit any contractor, vendor or subcontractor to provide any services relating to LICENSEE'S Event unless appropriate evidence of insurance coverage with respect to such contractor, vendor or subcontractor has been provided to LICENSOR.

LICENSEE shall obtain a signed Indemnification Agreement from each contractor, vendor or subcontractor which contains an agreement from such contractor, vendor or subcontractor to indemnify the LICENSOR with regard to any claims that arise out of such contractor's, vendor's or subcontractor's operations relating to LICENSEE'S Event to the extent not otherwise covered by the insurance referenced in Paragraph 9 hereof.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By _____
James R. Minish
Executive Vice President – Facilities

BOWERY PRESENTS

By _____
Jim Glancy

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES – CONFIGURATION**

A. Capacity – TBD – Must be approved by the New Jersey Department of Community Affairs

B. Ticket Prices
-General Admission - \$35.00
-Car Load - \$99.00

A \$3.00 facility fee is included in the ticket prices above and LICENSOR is entitled to keep such revenue.

C. The LICENSOR shall have the right to cause to be set aside for its purchase up to 100 tickets for the Event.

D. Customary prohibitions as approved by the LICENSOR shall be printed on event ticket.

2. **SUITES**

There will be no suites in use for this Event.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By _____
James R. Minish
Executive Vice President – Facilities

BOWERY PRESENTS

By _____
Jim Glancy

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of May, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and American Idol Productions, Inc., 7800 Beverly Blvd., Suite 251, Los Angeles, CA 90036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

American Idol Auditions
IZOD CENTER

Dates: August 16, 2008 – Setup Day
 August 17, 2008 – Registration Day – 24 hrs.
 August 18, 2008 – Registration Day – 24 hrs.
 August 19, 2008 – Audition Day – 24 hrs.

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 p.m. on the 16th day of August, 2008 and to the 20th day of August, 2008 at 12:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the following sums as License Fees based on occupancy dates:

- August 16, 2008 – Setup Day - \$5,000 plus expenses
- August 17, 2008 – Registration Day - \$25,000 plus expenses
- August 18, 2008 – Registration Day - \$25,000 plus expenses
- August 19, 2008 – Audition Day - \$25,000 plus expenses

The License Fee and expenses shall be paid under the following payment schedule:

- \$50,000 non-refundable deposit upon contract signing but no later than June 18, 2008
 - \$30,000 and 50% (\$48,442) of estimated expenses = \$78,442 by July 16, 2008
 - 50% (\$48,442) of estimated expenses = \$48,442 by August 6, 2008
- Final settlement within 45 business days after the close of the Event.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE also will be required to pay for insurance, ticket printing, any applicable sales taxes (New Jersey State 7% sales tax on tickets & applicable merchandise), phone charges, T1 lines, ASCAP/BMI/SESAC Music License Fees, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any (reasonable wear and tear excepted), has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 45 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer

and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before the Event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by LICENSOR.

6. **CANCELLATION BY LICENSEE**

Except as provided under Paragraph 40 of this Agreement, should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement. Notwithstanding anything to the contrary in the principal agreement, in the event of cancellation by LICENSEE (for reasons other than force majeure as set forth below), LICENSOR will use commercially reasonable efforts to rebook space on a priority basis and to otherwise mitigate its damages, and LICENSEE'S cancellation fee shall be reduced accordingly should LICENSOR be able to subsequently rebook the space on the specified dates.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

American Idol Auditions

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows: TBD

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

LICENSOR represents and warrants that: (i) LICENSOR has the full right to enter into this agreement and to perform its obligations hereunder and is not subject to any obligation or disability which will or might prevent or interfere with LICENSOR fully keeping and performing all of its agreements hereunder; and (ii) LICENSOR is in full compliance with any and all rules, laws, regulations, ordinances, etc., promulgated by any federal, city, local or other entity, agency or organization, including without limitation any health and safety, fire, police, and/or construction ordinances in connection with facilities of similar nature and locale which are used for the purposes intended by LICENSEE.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. Subject to LICENSEE'S indemnification above, LICENSOR shall indemnify and hold harmless LICENSEE and its parent, affiliated and subsidiary companies and LICENSEE'S successors and assigns, and the respective owners, officers, directors, agents, and employees of each, and its invitees, from and against all liability, actions, claims, demands, losses or damages (including reasonable attorneys' fees) caused by or arising out of: (i) the condition of the ARENA'S premises; (ii) the sole negligent or intentional acts or omissions of LICENSOR, its agents, subcontractors and or employees; and/or (iii) any breach or default hereunder by LICENSOR.

12. **LIEN**

This paragraph intentionally left blank.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by

duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security. LICENSOR shall consult meaningfully with LICENSEE'S own security personnel throughout the planning and execution of this Event.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75% LICENSEE / 25% ARAMARK with taxes, bootleg security and credit cards off the top for all merchandise sold at the Event – Aramark sells

d. Fan Festival Booth – LICENSOR agrees that LICENSEE will be setting up a "Fan Festival" booth/table at the Event in an area of the ARENA (LICENSEE understands the space limitations on the ARENA concourse and may need to use outside areas) to be mutually decided by the parties. The booth/table area shall be approximately 10-feet by 25-feet. LICENSEE shall be permitted to set up a karaoke machine and sell (subject to the merchandise deal outlined in paragraph 15 (c) above) and supply information regarding American Idol merchandise from the Fan Festival booth/table using its own employees, licensees, or contractor and using Aramark merchandise sellers for selling any merchandise. Licensee will be solely responsible for obtaining all

necessary permits and complying with all regulations regarding the sale of merchandise, if any.

16. **BROADCAST RIGHTS**

LICENSEE reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such broadcasting privileges. The LICENSOR shall not charge any fee for the origination of news broadcasts. LICENSEE certifies and attests that there will be no live broadcasts of the Event.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSOR acknowledges that LICENSEE is the owner of all broadcast rights in and copyright of the photography and/or recordings made during the Event at the ARENA, and that LICENSEE, its successors and assigns have the irrevocable and perpetual right, throughout the universe, in any manner and in any media now known or hereafter devised to use and exploit the films, photographs, and recordings made during the Event at the ARENA in such manner and to such extent as LICENSEE desires. LICENSOR has the right to require advance payment to the LICENSOR by LICENSEE of any estimated related costs (applicable union requirement costs) to be incurred by the LICENSOR for recording privileges. LICENSEE and its licensees, assigns, and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, programs, products (including interactive and multimedia products), photographs and recordings made during the Event at the ARENA, and in the advertising, promotion and publicity thereof, in perpetuity throughout the universe. LICENSOR hereby acknowledges that neither LICENSOR or any tenant, or other party now or hereafter having an interest in the ARENA, has any interest in LICENSEE'S photography or recording made during the Event at the ARENA. LICENSOR'S sole remedy for breach of this contract by LICENSEE shall be an action for money damages. In no event will LICENSOR be entitled to injunctive relief against LICENSEE, its successors and/or assignees or any other party arising out of any use of said photography and recordings.

Nothing contained herein grants the LICENSEE the permission or rights to use the trademarks, logos or other protected marks of the Meadowlands Sports Complex or any of the teams or advertisers that utilize the ARENA and the Sports Complex in any films, recordings or photographs made at the Event. For avoidance of doubt, LICENSEE may use the ARENA'S name and address in advertising for the Event and in connection with the program "American Idol".

LICENSEE agrees that the films, recordings or photographs for which scenes from the Meadowlands Sports Complex and ARENA are subsequently used by LICENSEE, that LICENSEE shall not portray LICENSOR, the Meadowlands Sports Complex, the ARENA or the State of New Jersey in a negative manner.

LICENSOR shall have no responsibility or liability for the filming, recording or photography made by LICENSEE at the Event (including ad lib remarks of announcers and participants) including, but not limited to responsibility or liability for any violation of any rights of others by such filming, recording or photography. To the extent, it is responsible for the filming, recording and photography of the Event, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from any filming, recording, photography or any subsequent uses of such filming, recording or photography made at the Event.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including reasonable legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. LICENSOR hereby acknowledges approval of the American Idol Auditions event based on the information provided by LICENSEE to LICENSOR. LICENSOR retains such right of approval should such Event content change.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform

to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by the LICENSOR or its designee, which will retain and be entitled to all receipts from the parking. 75 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR or its designee. Parking for the Event will be \$12.00 per car and \$20.00 per bus.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All permanent advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at TBD.

33. **REFUND OF TICKET REVENUE**

There are no paid tickets to this Event.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent of \$5,000 per hour plus expenses at the LICENSOR'S sole discretion.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval. Notwithstanding the foregoing, LICENSEE may assign, license and/or transfer any and all rights pertaining to the ownership, distribution and exploitation of the copyright of the program American Idol.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR, and (if practical) after written notice of such default and a reasonable time to cure, shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such

possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR and/or LICENSEE or which the LICENSOR and/or LICENSEE is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof; LICENSEE shall have no obligation to LICENSOR, including the obligation to make any payments described in Paragraph 6; and LICENSOR shall refund the deposit described in Paragraph 6.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its reasonable judgment and sole reasonable discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. In the event that the LICENSOR files an objection(s), LICENSEE has the right to cure such objection(s). LICENSOR, after LICENSEE exercised its right to cure to the dissatisfaction of the LICENSOR, shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event. Notwithstanding the foregoing, LICENSOR deems the nature of the Event appropriate.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought to enforce the terms of this Agreement shall be filed in a court located in the State of New Jersey.

46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

48. **SUITES**

- a. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).
- b. The LICENSOR has the right to hold seats for suite relocation for obstructed view suites due to production. These relocated seats are complimentary.
- c. Suite 121 shall be allocated to the LICENSEE.

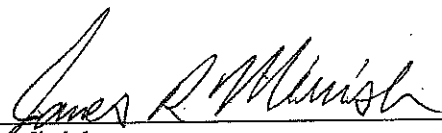
49. **EVENT SPONSORSHIP**

LICENSOR has provided a list of LICENSOR'S exclusive sponsors at the ARENA to LICENSEE. LICENSOR is entitled to all receipts from such exclusive sponsors. LICENSEE understands that Pepsi is an exclusive sponsor at the ARENA, therefore LICENSEE shall not be permitted to display, advertise or distribute any materials from Coca-Cola, a sponsor of the American Idol Auditions, at the ARENA during the Event.

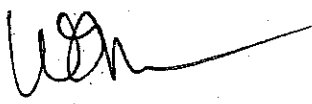
The approved American Idol Audition sponsors listed below are not in competition with the ARENA exclusive sponsors and LICENSOR hereby approves of such sponsors to have sponsorship presence at the Event. All materials, displays, advertisements and distributions are subject to the approval of the LICENSOR. The LICENSOR and LICENSEE shall mutually agree on areas for the sponsors to setup their materials. Any additional sponsorships are subject to the approval of the LICENSOR.

The approved American Idol Audition sponsors are as follows: Ford, Cingular/AT&T (wireless), Oscar Meyer, Nestle, McDonalds, Pringles, iTunes and Garnier.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

AMERICAN IDOL PRODUCTIONS, INC.

By 
Wylleen May
EIC

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of July, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Bowery Presents, 156 Ludlow Street, 5th floor, New York, NY 10002 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Nine Inch Nails Concert

Date: August 27, 2008

Time: 7:30 PM - 11:30 PM

Event Length: 4 hours

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 27th day of August, 2008 and to the 28th day of August, 2008 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. PAYMENT OF EXPENSES:

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. SERVICES TO BE PROVIDED BY THE LICENSOR:

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED unless stipulated otherwise by LICENSOR.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Nine Inch Nails
Does It Offend You, Yeah?*

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. PUBLIC SAFETY

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. CONCESSIONS

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only. The merchandise deal shall revert to a 80/20 split from dollar one should a \$8.00 per cap be reached.

17. BROADCAST RIGHTS

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news

broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. RECORDING

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. COPYRIGHTS

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. PERFORMANCE APPROVAL

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. UTILITY CONNECTIONS

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. ELECTRICITY

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such

connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. WATER

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. PARKING

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. CREDENTIALS

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. OBJECTIONABLE PERSONS

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. OPENING HOURS

LICENSOR agrees to open doors for the Event at 6:30 pm.

34. REFUND OF TICKET REVENUE

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

*in conjunction with
licensee*

35. ANNOUNCEMENTS

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. AGREEMENT TO QUIT PREMISES

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. LOST ARTICLES

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. NON-ASSIGNMENT

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. DEFAULT

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. CIVIL RIGHTS

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. FORCE MAJEURE

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. SEVERABLE AGREEMENT

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. ADVANCE FUNDS

In the event that for any reason other than breach by the LICENSOR that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the LICENSOR all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the LICENSOR, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the LICENSOR from bringing direct action against the performers of the performer's entity for recovery.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President - Facilities

BOWERY PRESENTS

By Randy Henner
Randy Henner

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
GA Floor/Lower Tier	\$64.50
Upper Tier	\$54.50

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. SUITE REVENUE DISTRIBUTION

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.


C. \$3.00 per ticket on suite tickets sold, net of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. COMPLIMENTARY TICKET DISTRIBUTION


The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish
Executive Vice President – Facilities

BOWERY PRESENTS

By  _____
Randy Heppner

CONTINENTAL AIRLINES ARENA LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of May, 2007 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/Arena Manager hereinafter referred to as LICENSOR, and World Healing Center Church d/b/a Benny Hinn Ministries, 3400 William D Tate Avenue, Grapevine, Texas 76051, hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

A. **AREA:** Under the terms and conditions hereof, LICENSOR grants LICENSEE a non-assignable right for such hereinafter ARENA, described as follows: The Main Arena, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the Main Arena. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space and a summary of those potential designations is attached to and incorporated into this License as Exhibit A. It is understood and agreed that this permit of occupancy of the Arena does not extend to that portion of the Arena specifically dedicated to the sole use of the New Jersey Nets and the New Jersey Devils.

B. **DESCRIPTION OF EVENT:**

Benny Hinn Ministries

September 25-27, 2008

September 25 – Move in

September 26 – Event 7:00pm

September 27 – Event 10:00 am & 7:00pm

C. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy said Arena from 8a.m. on the 25th day of September, 2008 and terminating on the 28th day of September, 2008 at 3a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA as agreed to by the parties. Except as otherwise set forth in this License, in no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the Arena Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S Arena Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary to said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the Arena for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$75,000 plus expenses.

The License Fee shall be paid under the following payment schedule:

-\$20,000 non refundable deposit due upon contract signing but no later than October 6, 2007

-\$27,500 plus 50% of estimated expenses (50% of expected expenses = \$81,591) on February 6, 2008 – Total Due: \$109,091

-\$27,500 plus 40% of estimated expenses (40% of expected expenses = \$65,273) and \$15,000 for ARAMARK merchandise and backstage catering buyout on September 10, 2008 – Total Due: \$107,773

Final settlement within 30 days of show.

LICENSEE will be required to pay for insurance.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid as aforesaid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to move in, set up, tear down, move out and those expenses set forth in paragraph 4 reasonably incurred by the LICENSOR for the production of the LICENSEE'S Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to that portion of the Arena used by or within the control of LICENSEE (as defined throughout this Agreement), its site or equipment, if any, has occurred. Such expenses shall preliminary include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for such damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

A. The Premises will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets,

restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

B. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trades personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable costs. These costs shall be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

The scale of the house configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. The LICENSOR agrees that all admission at the Arena will be free and will be General Admission seating.

6. **ADDITIONAL CHARGES**

Should the event exceed the time allotted in paragraph 1 (c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S Arena Manager in the sum of \$5,000.00 (five thousand dollars).

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement. Should LICENSOR cancel or not make the Arena available for the event covered under this Agreement, it shall return all deposits made by LICENSEE, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement, including all payments to third parties.

8. **APPROVAL OF CONTRACTS**

It is agreed that this contract will not be enforce until has been signed by both parties. In the event approval is denied, the deposit will be refunded to LICENSEE.

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability and Umbrella Liability insurance policies in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement. Subject to CGL policy terms, conditions, exclusions and limitations, such General Liability insurance shall be written with a limit of at least \$1,000,000 per occurrence and \$2,000,000 General Aggregate and \$1,000,000 Umbrella Liability policy limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts

and omissions of any agents or performers and any contractors or sub-contractors retained by the LICENSEE. The LICENSOR shall be included as an additional insured.

The LICENSEE shall provide a certificate of insurance to the LICENSOR which shall note that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

LICENSEE shall provide Workers Compensation insurance for any of their employees, contractors, or subcontractors required by the Workers Compensation and Occupational Disease Laws of the State of New Jersey.

The LICENSOR shall obtain Commercial General Liability and Umbrella Liability insurance policies in the name of the LICENSOR, which insures all operations of the LICENSOR in the furtherance of this agreement. The LICENSEE shall be included as an additional insured. Such Commercial General Liability policy shall be written with a limit of \$1,000,000 per occurrence and \$2,000,000 General Aggregate and \$1,000,000 Umbrella Liability policy limit.

The LICENSOR shall provide a certificate of such insurance to the LICENSEE and such certificate shall note that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice to the LICENSEE.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

Both parties to this Agreement agree that every person connected with their activities under this Agreement shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the government and management of said building. If the attention of either party is called to a violation on the part of such party or any personnel employed by or admitted to said premises by such party, that party shall immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand in a form and a time requested by the LICENSOR.

12. **INDEMNITY**

Both parties agree to conduct their activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless one another against any and all claims for loss, injury or damage to persons or property, including claims of their employees, contractors or subcontractors arising out of the activities conducted by either party, their agents, representatives, members, or guests pursuant to this Agreement. Neither party will do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by LICENSOR and/or LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL**

The LICENSOR retains the right of exclusive technical and crowd control, including in the event that the LICENSOR reasonably deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the Arena or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd control and security.

16. **CONCESSIONS**

A. Unless otherwise agreed between the parties, LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. ARAMARK will not sell alcohol or tobacco. LICENSEE agrees to pay ARAMARK, the exclusive merchandiser of LICENSOR, a flat fee of twelve thousand dollars (\$12,000) for the right to sell merchandise at the Event covered by this Agreement. LICENSEE retains sole rights to all revenue and sales derived from merchandise sales and is solely responsible for any applicable taxes. The LICENSOR shall designate stand locations for merchandising such items.

B. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR. Notwithstanding

the foregoing, LICENSEE shall pay a backstage catering buyout to ARAMARK in the amount of three thousand dollars (\$3,000).

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. Nothing in this provision shall be deemed to grant LICENSOR the right to record the event or any portion thereof without the prior written consent of LICENSEE.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to, responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

This Agreement constitutes LICENSOR'S written approval for LICENSEE to record, both visual and audio, of the event or events covered by this agreement. To the extent necessary, LICENSEE shall also obtain prior written approval from the authorized representative of any performer so recorded. LICENSOR grants to LICENSEE all rights for recording, either visual or audio, of the event or events covered by this Agreement. Notwithstanding the above, LICENSOR has granted LICENSEE permission to record the events covered by this agreement. Notwithstanding the foregoing, LICENSEE will be responsible for payment to LICENSOR of any applicable union requirements for such recordings and/or broadcasts.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement. If LICENSOR exercises its right to cancel an event under

this paragraph, LICENSEE is responsible for all costs as enumerated in paragraph 7 hereof.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary toilet or janitorial purposes and shall supply adequate drinking fountains (that are present in the Arena), but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

A. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Benny Hinn

B. Productions of the participants in the event.
C. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

25. **STAFFING-EXTRA HELP**

LICENSOR retains the right to determine the reasonable and appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection platform stands, staging, props and employee work on overtime resulting from such special service

requests made by LICENSEE will be considered reimbursable costs. These costs shall be considered reimbursable expenses to the LICENSOR.

26. **PARKING**

Parking will be controlled and operated by LICENSOR or its designee, which will retain and be entitled to all receipts from said parking. 25 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR or its designee.

27. **CREDENTIALS**

The LICENSOR, its officers, directors, servants, selected employees and selected concessionaires shall, pursuant to Paragraph 1 hereof, have access to the premise upon presentation of the authorized event credentials to be supplied and defined by the LICENSEE in consultation with the Artist. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR, its officers, directors, servants, selected employees and selected concessionaires shall be performed by the Stadium/Arena manager of the LICENSOR with the mutual consent of the LICENSEE. LICENSEE shall provide LICENSOR with an adequate number of backstage passes for key working personnel.

28. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage or persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

29. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

30. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of

said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSEE agrees to have on hand at all times sufficient police force to maintain order and protect persons and property as required by the LICENSOR.

31. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

32. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR are the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

33. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall pay the appropriate license fee for said premises only up to the time of such termination at the rate herein specified and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

34. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any person or persons it reasonably deems to be objectionable and neither

LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

35. **OPENING HOURS**

LICENSOR agrees to open doors for the event at the following times:

September 26, 2008 – 4:00 PM

September 27, 2008 – 8:30 AM & 4:00 PM

36. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

37. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 hereof.

38. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

39. **NON-ASSIGNMENT**

Neither party shall assign, transfer, subject or compromise any right, title, or interest in this Agreement, without the other party's prior written approval.

40. **DEFAULT**

Both parties further covenant that, if any default is made in the timely payment of any fee or payment due under this Agreement, or to perform any act required under this Agreement or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the non-breaching party shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired. If LICENSEE is the defaulting party, LICENSOR may re-enter the premises and hold the same and remove all persons therefrom. If LICENSOR is the defaulting party, LICENSEE shall have the right to access the Arena to remove any possessions, equipment, or materials brought into the Arena in connection with the event contemplated by this Agreement. The non-defaulting party shall have the right to and resort to any legal proceedings to enforce its rights under this Agreement and shall be entitled to the costs of the suit and reasonable attorney's fees.

41. **CIVIL RIGHTS**

Both parties agree not to discriminate against any employee or any applicant for employment because of race, religion or national origin, and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

42. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE except as provided by this Agreement as a result thereof.

43. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its reasonable judgment and sole reasonable discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

44. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

45. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

46. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/Arena Manager.

47. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws governing the State of New Jersey.

48. **ADVERTISING**

LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE


49. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE an agent or employee of the LICENSOR.

50. **ARENA NAME**

The Arena shall at all times be known as the Continental Airlines Arena or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the Arena by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

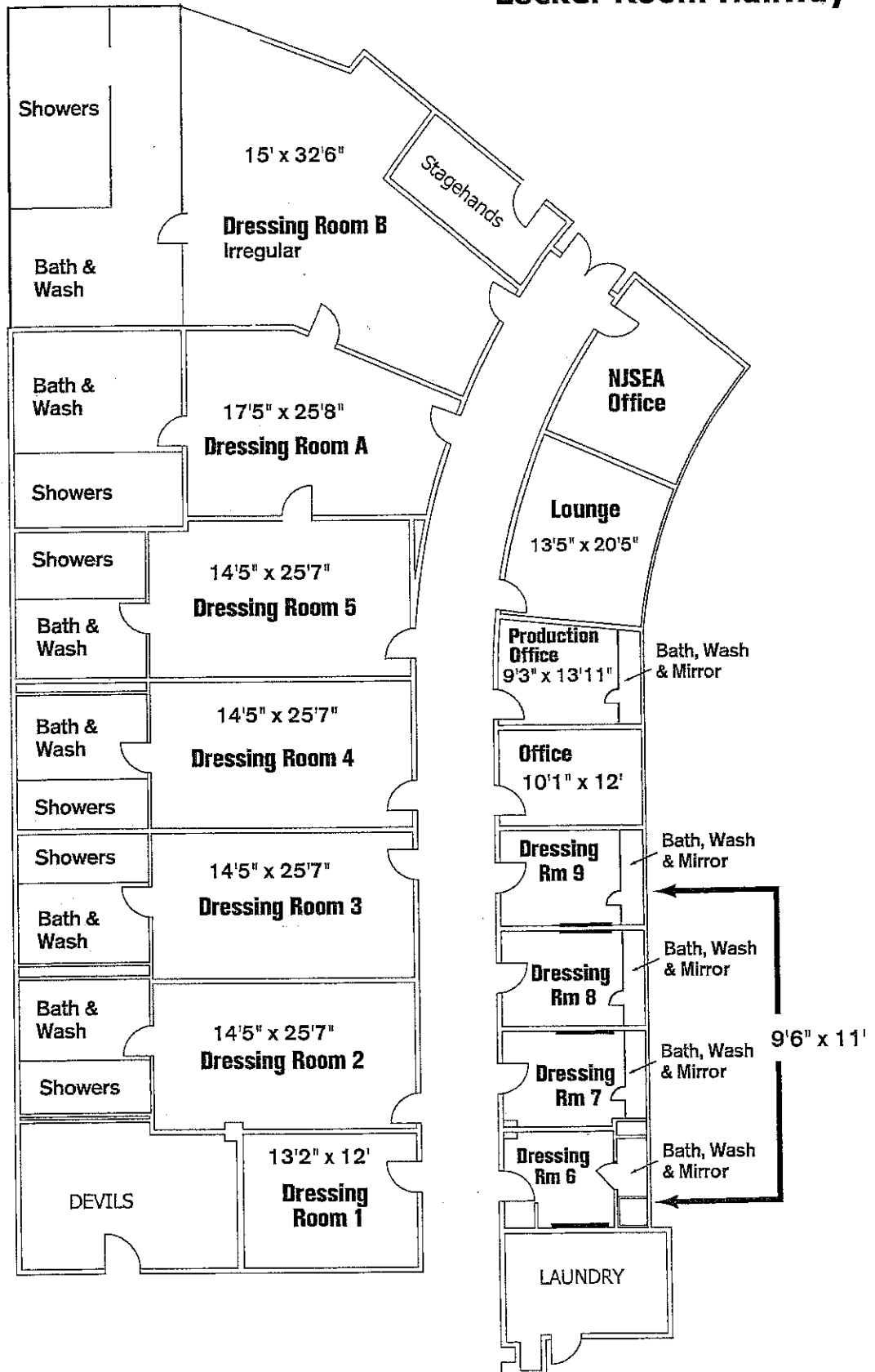
BY 
James R. Minish
Executive Vice President – Facilities

BENNY HINN MINISTRIES / WORLD HEALING CENTER CHURCH

BY 
Michael D. Clarke
Senior Vice President / CFO

Exhibit A

Continental Airlines Arena Locker Room Hallway



IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of September, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

I. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

New Kids On The Block Concert
 Date: September 23, 2008
 Time: 8:00 pm - 11:00 pm
 Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 22nd day of September, 2008 and to the 24th day of September, 2008 at 3:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. PAYMENT OF EXPENSES:

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. SERVICES TO BE PROVIDED BY THE LICENSOR:

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*New Kids On The Block
Natasha Bedingfield*

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property-Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property-Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes; bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only. The merchandise deal shall revert to an 80/20 from dollar one should a \$8.00 per cap be reached.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news.

broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio, of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such

connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. WATER

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. PARKING

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. CREDENTIALS

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By Jason Miller
Jason Miller

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. Net Capacity - ~~TBD~~ 15,469

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$77.50
Upper Tier	\$59.50
Upper Tier	\$39.50

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. SUITE REVENUE DISTRIBUTION

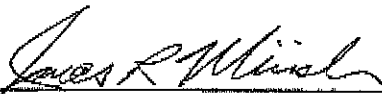
- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

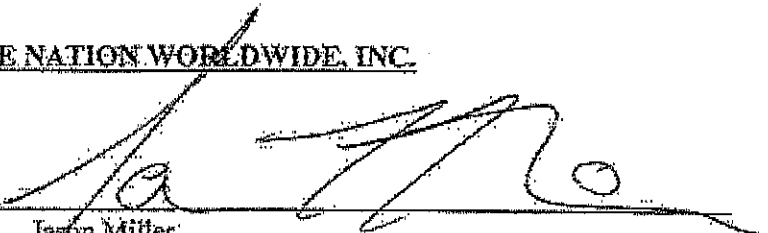
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By 
Jason Miller

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of September, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/Arena Manager hereinafter referred to as LICENSOR, and Live Nation MTours (USA), Inc., 9348 Civic Center Drive, Beverly Hills, CA 90210, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right (subject to paragraph 35 of the venue rider) for such hereinafter ARENA, described as follows: The Main Arena, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the Main Arena. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the Arena does not extend to the portion of the Arena specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

MADONNA

Load In Date(s): October 1-3, 2008

Event Date(s): October 4, 2008

Event Time(s): 8:00 pm – 11:00 pm

Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy said Arena from 8:00 a.m. on the 1st day of October, 2008, and terminating on the 5th day of October, 2008 at 4:30 a.m. for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA as agreed to by the parties. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining prior approval of the ARENA Manager or its designate.

Notwithstanding the above, upon written notice to LICENSEE prior to the Event, LICENSOR may agree to provide the ARENA to LICENSEE on either September 29, 2008 or September 30, 2008 as additional load-in date(s) for LICENSEE'S use. The availability of such dates are subject to LICENSOR'S scheduling of other events at the ARENA. The availability of such date(s) shall be at the sole discretion of the

LICENSOR and all terms of this Agreement shall apply should LICENSEE be permitted to use such additional load-in date(s).

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the performers/exhibitors) for presentation of the Event.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary to said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the Arena for the purpose of, and at the times set forth above, agrees to pay LICENSOR the following sums as License Fees for use of the ARENA:

\$70,000 flat plus stagehands – (the “Event Day Rental” - October 4, 2008)
\$5,250 (per load in day(s) plus expenses – (the “Load In Expenses” – October 1-3, 2008 with options for September 29 & 30, 2008 if available and if needed)

Gross Admissions Revenues shall be defined as the total amount derived from the sale of tickets less only the New Jersey State Sales Tax (7%) charge on tickets sold. Sales tax shall be determined by the Ticketmaster tax audit. The LICENSOR will deduct the 7% New Jersey sales tax during settlement, and will remit the tax withholding directly to the New Jersey Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid as aforesaid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts and all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES – EVENT DAY RENTAL**

For the Event Day Rental, LICENSOR shall be responsible for all direct and indirect expenses, including but not limited to move in, set up, tear down, move out as set forth in paragraph 4 which are required to be incurred by the LICENSOR for the production of the Event deemed necessary by the LICENSEE. LICENSEE will be required to pay stagehand labor, insurance, ASCAP/BMI, furniture, transportation, phones, catering, and any other Artist related cost.

A preliminary event settlement shall be completed upon the conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its Arena, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall preliminary include a contingency to be set off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall

be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR**

As part of the Event Day Rental, LICENSOR shall provide the following services:

a. The premises will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All building spots and forklifts, turnstiles, painting, utilities, elevators, stage, barricade, mixer platform, seating, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. The items in paragraph 4 (a) and (b) above shall be provided by LICENSOR at no additional cost to LICENSEE.

5. **PAYMENT OF EXPENSES - LOAD IN EXPENSES**

For the Load In Expenses, LICENSEE shall pay to the LICENSOR any additional LICENSEE requested expenses, which shall include, but not be limited to, stagehands, installation of phones and long-distance phone charges, internet service set-up, conversion and forklift operators. The License Fee of \$5,250 per load in day shall include provision by LICENSOR at its expense the services and equipment as set out in Schedule A attached hereto.

LICENSOR and LICENSEE shall meet daily to review LICENSEE'S Load In Expenses for each load-in date. Upon completion of each daily review, LICENSOR shall withhold for payment of such License Fees and Load In Expenses at the Event settlement to take place on October 4, 2008.

The LICENSEE shall pay to the LICENSOR the cost of all direct and indirect labor, materials, supplies and service costs requested by LICENSEE and incurred by the LICENSOR as a result of the load in date(s), ordinary wear and tear excepted, and such other direct labor and special services as the LICENSOR may deem necessary or the LICENSEE may request.

With the exception of a Force Majeure Event as defined in paragraph 41 herein, if LICENSEE cancels any load-in date (October 1-3, 2008), LICENSEE shall be responsible to pay LICENSOR the License Fee portion (as described in paragraph 2

above) and also including all costs incurred by the LICENSOR for the production and preparation of the ARENA for LICENSEE'S Event.

6. **BOX OFFICE FACILITIES**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the Arena ticket office. This service will include assistance in scaling the house, ordering tickets, inventory, racking and dispensing tickets for sale. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. All ticket sales for the event to be staged under this Agreement shall be made under the direction, control, and supervision of the Stadium/Arena Box Office Manager, and the receipts from all such sales, whether made by LICENSOR or the LICENSEE shall be held by the LICENSOR until the completion of the event for the express purpose of securing payment of all sums of money due or to become due to the LICENSOR hereunder except for ARTIST and PROMOTER holds and VIP sales.

e. All entry to the Premises on Event dates shall be by ticket only purchased at the full ticket price except for employees of LICENSEE and LICENSOR. LICENSOR will provide, as soon as practicable on the night of each confirmed concert, a count of all tickets deposited in the Arena's drop boxes.

f. Consignment of tickets - Payment for consigned tickets or return of unsold consigned tickets must be made in whole to the Arena box office at settlement.

g. Ticket Price and Configuration

Gross Salable Capacity - TBD

<u>AREA</u>	<u>PRICE</u>
Floor	\$353.00
Lower Tier	\$168.00
Upper Tier	\$98.00

Upper Tier

\$58.00

A \$3.00 facility fee is included on the ticket price and LICENSOR is entitled to keep such revenue provided that LICENSOR shall pay 50% of such revenue to LICENSEE on settlement.

The LICENSOR shall have the right to cause to be set aside for its purchase up to 351 tickets per show, subject to LICENSEE'S VIP service charge of \$40.00 for tickets at \$353.00, \$30.00 for tickets at \$168.00, \$25.00 for tickets at \$98.00 and \$15.00 for tickets at \$58.00. The LICENSOR will also charge a \$20.00 service fee on the \$353.00 tickets and a \$10.00 service fee on tickets at \$168.00 and \$98.00 and be entitled to keep such revenue. Tickets held by LICENSOR shall be deemed purchased by LICENSOR after the on-sale.

h. Suite Revenue distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena, except as set forth below. The tickets in the luxury suites are complimentary (total 466 seats).

The LICENSOR has the right to hold seats (TBD) for suite relocation for obstructed view suites due to production. Of these relocated seats, (TBD) will be complimentary, and the remaining (TBD) may be purchased at the full ticket price of \$168.00 each.

Suite 121 shall be allocated to the LICENSEE.

Any additional suite tickets (4 per suite) sold are credited to the box office statement at full price of \$168.00 each.

i. Complimentary Tickets

Complimentary tickets distribution shall be at the discretion of the LICENSEE.

j. Press Box (48 Seats)

The LICENSOR and LICENSEE shall split the allocation of the Press Box location in Section 108.

7. ADDITIONAL CHARGES

Should LICENSEE cancel or not appear for the Event covered under this Agreement, LICENSEE shall not be required to pay any amount of the License Fee but LICENSEE agrees to pay all out of pocket expenses incurred by LICENSOR in connection with the Event covered by this Agreement.

8. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement, LICENSEE shall not be required to pay any amount of the License Fee but LICENSEE agrees to pay all out of pocket expenses incurred by LICENSOR in connection with the event covered by this Agreement.

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE and the LICENSOR, which insures all operations of the LICENSOR and LICENSEE contemplated by this Agreement, and at the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any agents or performers and any contractors or sub-contractors retained by the LICENSEE. Coverage may be provided under one policy naming both LICENSOR and LICENSEE as named insureds or separate policies may be provided.

LICENSEE shall also obtain, at its own cost and expense, Worker's Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Worker's Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of the LICENSEE, Artist or their agents, contractors or patrons, the LICENSEE will pay to LICENSOR and LICENSOR shall have the right to deduct, out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. The withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property Damage Liability insurance maintained by LICENSOR.

LICENSEE hereby assumes full responsibility for the acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible) as it sees fit.

Certificate of all such insurance shall be provided (10) days prior to the Event to the LICENSOR. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of said building shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the government and management of said building, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to said premises by said LICENSEE, said LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand in a form and a time requested by the LICENSOR.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **OFFSET**

LICENSOR shall have the first right against ticket office receipts for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL**

The LICENSOR retains the right of exclusive technical and crowd control over the facility (but not the production) including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd control and security, but LICENSOR will consult with LICENSEE.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. LICENSEE may supply its own band and crew catering and will not be charged a fee for same.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandisc deal:

80/20 -With taxes, bootleg security and credit card cost off the top.

85/15 - CD's, DVD's, books, photographs, photostands, dog tags, lanyards, laminates and light sticks.

ARAMARK shall be the vendor and LICENSOR represents that ARAMARK has agreed to the above deal.

17. **BROADCAST RIGHTS**

LICENSOR grants to LICENSEE all rights and privileges for outgoing live or delayed radio, television, webcasting, recording, filming or simulcast broadcasts originating from the premise during the terms of this Agreement. LICENSOR has the

right to require advance payment of any estimated related costs to be incurred by the LICENSOR. The LICENSOR shall not charge any fee for the origination.

The LICENSOR will waive the broadcast origination fee. The LICENSEE shall be responsible for all direct and indirect cost in connection with photographing, filming, videotaping, recording, taping, etc. the Event. In exchange, the LICENSEE shall use the words "Live at IZOD Center" in the photograph, film, videotape, recording tape or another appropriate credit.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcast. The LICENSEE shall be responsible for adherence to any and all applicable laws relating to any broadcast of the event. In this regard LICENSEE shall advise the LICENSOR of any requirements regarding the broadcast notification, including but not limited to notification of the patrons. The LICENSOR agrees to assist the LICENSEE in providing any and all such notifications and the LICENSEE agrees to reimburse the LICENSOR for all costs relating thereto. The LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraph 2 hereof. A *MADONNA* concert is hereby approved.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be

approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSOR, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event extra lights (other than existing building spots), or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

23. **PARKING**

a. LICENSOR shall furnish an adequate number of parking spaces for the public and adequate personnel to man such parking facilities, at locations convenient to the Premises.

b. Parking will be controlled and operated by LICENSOR, which will retain and be entitled to all receipts from said parking. 25 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event, plus parking for trucks, busses and working personnel, subject to the venue rider paragraph 32 (b). All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

c. LICENSEE pledges its assistance in working out the most efficient traffic and parking plan possible both during the load-in and load-out periods and during the Event for the accommodation of LICENSEE and the general public.

24. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

MADONNA

- b. Productions of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual agreements with them.

25. CREDENTIALS

The LICENSOR, its officers, directors, servants, selected employees and selected concessionaires shall, pursuant to Paragraph 1 hereof, have access to the premise upon presentation of the authorized event credentials to be supplied and defined by the LICENSEE in consultation with the Artist. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR, its officers, directors, servants, selected employees and selected concessionaires shall be performed by the Stadium/Arena manager of the LICENSOR with the mutual consent of the LICENSEE. LICENSEE shall provide LICENSOR with an adequate number of backstage passes for key working personnel.

26. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this Agreement, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. DEFACEMENT OF BUILDING

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If

said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR, subject to the advertising and sponsorship provisions in paragraphs 3 & 4 of the venue rider.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR. LICENSOR will provide reasonable space for event sponsors in accordance with paragraph 4 of the venue rider.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee (LICENSEE shall only be responsible for LICENSOR'S out of pocket expenses) and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, expense portion of LICENSEE fee shall be forfeited, prorated, or adjusted at the sole reasonable discretion of LICENSOR based on the situation (LICENSEE shall only be responsible for LICENSOR'S out of pocket expenses) and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be objected from the premises and objectionable person or persons.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the event at 7:00 p.m.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the reasonable opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

Subject to paragraph 29 of the Venue Rider, LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 7 hereof.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval, subject to paragraph 35 of the venue rider.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of Event expense or any part thereof at the times above specified, or if any default is made in any material covenant or agreement herein contained, this permit and the relationship of the parties, at the option of the LICENSOR, shall cease and terminate and the relationship of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all personnel therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall, notwithstanding such re-entry, pay the amount specified in paragraph 8 above provided the LICENSOR shall first give LICENSEE written notice and a reasonable opportunity to cure the breach. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, an act of terrorism or immediate threat thereof which affects the Event, labor dispute, fire, casualty, Artist illness, injury, death (or that of Artists immediate family members) or other unforeseen occurrence or any other cause beyond the control of either party or which the parties are unable to avoid by exercise of due diligence, neither party shall have any obligation or liability whatsoever to the other as a result thereof, provided that LICENSEE shall reimburse LICENSOR for out of pocket expenses in connection with the event and this Agreement shall terminate. If the event is rescheduled for any reason, LICENSEE shall only be responsible for the License Fee and expenses for the new date and LICENSOR'S out of pocket expenses for the cancelled date.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement and the venue rider, sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws governing the State of New Jersey.

45. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE an agent or employee of the LICENSOR.

46. ADVERTISING

LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement.

47. LICENSOR TO CONTRACT

LICENSOR and LICENSEE each represent that it has the power to enter into this Agreement and to grant or receive, as the case may be, the license herein granted, that the consent of no other person or entity (governmental or otherwise) is required in connection therewith, and that this Agreement constitutes a valid and binding obligation of LICENSOR or LICENSEE, enforceable against it in accordance with the terms hereof.

48. NOTICES

Unless otherwise provided herein to the contrary, all notices required under this Agreement shall be deemed to be given when hand-delivered (with a receipt therefore) or mailed by Registered or Certified Mail, and addressed:

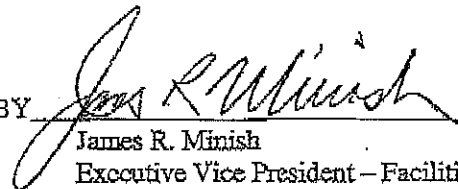
As to LICENSEE: Live Nation MTours (USA), Inc.
Eric Kert, Executive Vice President - Business & Legal Affairs
9348 Civic Center Drive
Beverly Hills, CA 90210

As to LICENSOR: Ron VanDeVeen
Senior Vice President of Event Bookings & General Manager
IZOD Center
50 State Route 120
East Rutherford, NJ 07073

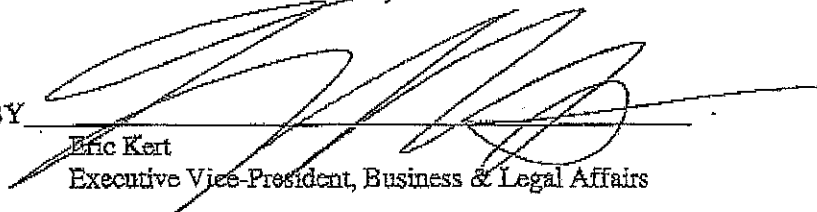
49. VENUE RIDER

The applicable terms of the Venue Rider from the 2008 Madonna Tour Agreement/Rider are hereby incorporated herein by reference, except to the extent modified above for this October 2008 show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President - Facilities

LIVE NATION MTOURS (USA), INC.

BY 
Eric Kert
Executive Vice-President, Business & Legal Affairs

Schedule "A"

The \$5,250 per load in date License Fee shall include normal venue operating expenses (as set out below), normal arena operations personnel (as set out below) including normal security personnel, electrician, utilities, existing building equipment including but not necessarily limited to, forklifts, spotlights, staging, golf carts, existing parking for trucks and buses, sufficient dressing rooms, productions offices and cleaning.

With respect to staffing, the following staffing terms shall apply:

- (i) Staffing shall be used by Licensee, not exclusively, but jointly with Licensor for any needs each party has with each tradesperson throughout their standard workday;
- (ii) Normal Arena Operating Expenses and Personnel include:
 - Electrician - Monday through Friday - 8:00 am - 4:00 pm
 - HVAC - Monday through Friday - 8:00 am - 12:00 am
Saturday and Sunday - 8:00 am - 6:00 pm
 - Carpenter - Monday through Friday - 7:00 am - 3:00 pm
 - Laborer - Monday through Friday - 7:00 am - 3:00 pm
 - Teamster - Monday through Friday - 7:00 am - 3:00 pm
 - Plumber - Monday through Friday - 8:00 am - 4:00 pm
 - Painter - Monday through Friday - 6:00 am - 2:00 pm
 - Security -
 - Cleaner - Monday through Friday - 6:00 am - 5:00 pm
 - Medical - Monday through Friday - 6:00 am - 12:00 am

For absolute clarity, Licensee shall be responsible for the payment associated with any additional Arena union labor costs to Licensor other than what is provided for hereinabove;

Madonna Tour 2008 - North America

RIDER TO VENUE AGREEMENT - UNITED STATES

This rider forms an integral part of the agreement (the "Venue Agreement") dated

September 18, 2008 between:

Live Nation MTours (USA), Inc.
hereinafter known as the "Tour Promoter", and

New Jersey Sports and Exposition Authority
hereinafter known as the "Venue", for the use of:

IZOD Center
Name of Arena, for the staging and live presentation of Concert on:

October 4, 2008
Show Dates (the "Concert"). The following dates shall be held exclusively for the Concert:

October 1-4, 2008
(insert all dates held for Concert). The local promoter will be: *and load-in dates*

Live Nation - New York
hereinafter known as "Local Promoter".

The following guidelines are intended to ensure a smooth running event and to assist both the Local Promoter and the Venue in the advance organization and preparation for the Concert. The Venue makes all representations, covenants and agreements contained herein in favor of the Tour Promoter and Madonna (the "Artist") as an inducement for the Artist to perform the above-noted Concert at the Venue. This Venue Rider is intended to supplement the Venue Agreement, but to the extent of any inconsistencies between the terms of the Venue Agreement and this Venue Rider, the terms of this Venue Rider shall govern. Please contact Tour Promoter at any time regarding the attached or any other matter about which you may be concerned.

The Venue Agreement along with this Rider should be completed and executed by the Venue, and forwarded for counter-execution to Tour Promoter: c/o 9348 Civic Center Drive, Beverly Hills, CA 90210, Attention: Eric Kert.

1. TOUR STAFF:

The following personnel comprise the contacts for the Madonna Tour 2008 - North America (the "Tour") at Live Nation Global Touring:

<u>TITLE</u>	<u>NAME</u>	<u>NUMBER</u>
President	Arthur Fogel	

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Madonna World Tour 2008 - North America - USA Rider to Venue Agreement

Chief Operating Officer	Gary Barad
Senior VP - Legal & Business Affairs	Eric Kert
Senior VP - Touring	Tres Thomas
VP - Marketing	Susan Rosenberg
Director of Ticketing	Vesna Grujic

Address & Fax:

Live Nation Global Touring
 214 King Street West, Suite 510
 Toronto, Ontario
 M5H 3S6

On the Road:

Production Contact	Tres Thomas
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2. ADVERTISING & PROMOTION:

All advertising and promotional activity for the Concert will be directed by Tour Promoter.

3. VENUE SPONSORSHIPS, SIGNS AND MARQUEE:

There shall be no Local Promoter or Venue promotion or sponsorship programs associated with the Concert. There may be no temporary Local Promoter or Venue advertising signs, banners or displays sold or allowed at the Venue for this Concert unless approved in advance by Tour Promoter. All permanent or other signs within the bowl shall be turned off prior to and for the duration of the Concert, and the Venue shall use its best efforts (subject to contractual requirements) to cover any signs which may be near the stage so as not to imply any sponsorship or endorsement in connection with the Artist or Concert.

4. TOUR SPONSOR:

Should Tour Promoter secure a Tour sponsor(s) ("Sponsor"), Sponsor shall be accorded the following benefits by the Venue. If the Venue has any questions or will have any difficulty in

Madonna World Tour 2008 - North America - USA Rider to Venue Agreement

complying with the following requirements, please contact Ires Thomas.

(a) Sponsor may be considered the exclusive presenting sponsor of the Tour and if so shall be accorded the following benefits:

(i) Sponsor shall be advised of all press conferences and publicity events in respect of the Concert and shall have the opportunity to participate in such events and receive mention as the presenting sponsor of the Tour;

(ii) All advertisements, promotions and public relations efforts relating to the Concert, including those in any media, newspapers, magazines, signs, other print material, paid and trade radio and tv advertisements and paid and trade promotions shall use the header "Madonna presented by [Sponsor]" and use the approved Sponsor/Artist logo, in form supplied by Tour Promoter;

(iii) Subject to reasonable Venue restrictions, Sponsor may run on-site marketing activities, including information & sales booths. The location of booths will be as close as reasonably possible to the auditorium entrance in high-traffic areas, subject to reasonable Venue restrictions;

(iv) Subject to reasonable Venue restrictions, the Venue shall provide spaces within the interior and exterior of the venue where Sponsor signage may be displayed in the following quantities: to be advised. All such signage shall be provided at the expense of the Sponsor. The stage shall also incorporate 2 presenting sponsor signs;

The signage and front of house activities are acceptable as long as they do not present a safety risk.
(v) The Venue shall provide a hospitality suite large enough for up to 100 persons for Sponsor's use (at no additional rental charge) for pre and post-Concert hospitality purposes and sound check parties for Sponsor's guest. Such room shall be adjacent to the backstage area if possible. It is understood that the hospitality suite shall be the best accommodations located at the Venue subject to the Artist's/entourage's room requirements and any existing contractual arrangements of the Venue. The Venue shall assist the Local Promoter in providing adequate security for the hospitality suite and subject to existing venue contracts, ~~the Venue shall provide adequate security for the hospitality suite~~. If an acceptable hospitality suite cannot be provided by the Venue, Sponsor may erect a tent in a mutually agreeable area at its own expense. *All catering must go through Apomark, the venues exclusive caterer.*

(vi) The Promoter shall cause Sponsor to be identified on all tickets printed for the Concert in a form and design acceptable to Sponsor and Company;

(vii) Sponsor shall be entitled to the following ticket privileges for each Concert:

- 1) prime complimentary tickets: up to [TBA] pairs in approved locations per

Madonna World Tour 2008 - North America - USA Rider to Venue Agreement

- stadium or arena or as otherwise advised and agreed to by Tour Promoter;
- 2) right to purchase additional pairs of tickets per Concert for Sponsor usage; and
 - 3) right to conduct a ticket pre-sale for a minimum of 5 days in advance of the general on-sale date for tickets to its club members of up to 10% of the house in approved locations (and a post-sale for roll-over concerts).

(b) Tour Promoter will advise the Venue of any other sponsors, media sponsors or "official suppliers" of the Tour or Concert, if any, as soon as same become known. The Venue agrees to accord such parties such benefits as are requested by Tour Promoter, including those set forth above, subject to reasonable Venue restrictions. *All additional Sponsorships will not conflict with any existing venue exclusive sponsors. Blackberry*
 The above sponsorship details are subject to change upon written notice by Tour Promoter. *AT & T do not so conflict.*

5. PUBLICITY:

All press and publicity materials for the Concert and the Tour will be supplied by Tour Promoter. Any local public safety information released to the press should be co-ordinated between the Local Promoter and the Venue with a copy sent to Tour Promoter.

All enquiries regarding media accreditation should be directed to Susan Rosenberg at

All media credentials will be issued by the Artist/Tour Promoter. No others will be honored.

6. TICKETS:

- (a) The ticket inventory for each Concert shall at all times be controlled by Tour Promoter. No Venue or Local Promoter may hold, release or distribute tickets except at the direction of Tour Promoter.
- (b) Ticket prices for the Concert shall be determined by Tour Promoter. The venue facility fees in addition to the ticket prices are \$3.⁵⁰ per ticket sold. *See venue Contract; Paragraph 6, part G - Ticketmaster will also be entitled to charge a convenience fee*
- (c) There shall be no complimentary tickets issued for the Concert unless specifically authorized in writing by Tour Promoter.
- (d) Preparation of a ticket manifest shall be done in conjunction with the "The Madonna 2008 Tour Ticketing Information - North America" package which has been or will be forwarded to you by Tour Promoter. Tour Promoter will approve the final details.
- (e) Daily ticket sales counts will be required by Tour Promoter. No ticket count information may be released to anyone other than the Tour Promoter by the Venue

Madonna World Tour 2008 - North America - USA Rider to Venue Agreement

unless otherwise notified in writing by the Tour Promoter. All reporting to the industry trades will be done by Tour Promoter. This must be strictly adhered to. In addition, no interviews etc, shall be made to the media without specific permission by Tour Promoter.

(f) There shall be no tickets pre-pulled from the box office for any purpose unless specifically authorized, in writing, by Tour Promoter.

(g) There shall be no holdback of club type seats from the public on-sale of the Concert without the prior written permission of the Tour Promoter or except as permitted in the Venue Agreement. The Venue is required to immediately notify the Tour Promoter in writing of any obligations it may have in regard to advance notice or advance sale of tickets for the Concert to its luxury suite or club seat holders. See Venue Contract;

paragraph 6, parts g&h

~~_____~~
~~_____~~

(i) Venue agrees to provide or cause its ticket agent (Ticketmaster or other agent, where applicable) to provide Tour Promoter access to the ticket agent's system for the purposes of viewing and printing the event audit reports and to provide Tour Promoter (and at Tour Promoter's written request, Artist and Tour sponsors) access to and use of customer information in respect of tickets sold for the Concert including addresses, phone numbers and e-mail addresses. In this regard, Venue and/or its ticket agent shall provide such customer information to Sponsor in respect only of tickets sold in connection with Sponsor's pre-sale right as described above.

7. VENUE ADMITTANCE:

Admission to the Venue during the rental period shall be limited to patrons in possession of manifested tickets printed for the Concert, bona fide Venue staff with valid venue issued identification, official Concert Tour staff with proper tour issued identification and local suppliers, staff and sponsor representatives and guests issued with stick-on identification passes by Artist/Tour Promoter.

8. BACKSTAGE ACCESS:

There shall be no backstage access allowed without stick-on passes issued by Artist/Tour Promoter. All Venue requests for backstage passes should be submitted to Tour Promoter by 2:00 pm on the day prior to each Concert.

9. BUDGET:

Where applicable, all Venues are requested to provide estimates of their reimbursable expenses

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based on the information provided by Tour Promoter and the Local Promoter. For staffing purposes, please budget the Concert assuming doors are opened 60 minutes prior to the scheduled start time (120 minutes in the case of stadium shows) and that the Concert will be approximately 2 hours in length (with no intermission) in the case of arena shows, and 3.5 hours in length (with one intermission and one (1) opening act) in the case of stadium shows.

Please forward these budgets by fax to Live Nation Global Touring, Attn: Gerry Barad at Fax No: (416) 922-3355. *See venue contract paragraph #33*

10. SETTLEMENT:

Box office settlements will be conducted on the night of each Concert. A complete revenue and expense settlement also will be conducted on the night of the last show. Please have original invoices with backup where necessary, ready prior to the agreed time of settlement. Venue shall provide Tour Promoter with a certified box office statement on settlement and Tour Promoter shall be entitled to have a representative in the box office at all times who may review and take extracts of box office records relating to the Concert. *subject to paragraph 5 of the Venue Agreement*

11. NO REBATES/MARK-UPS:

The Venue hereby warrants that it will not make any rebate payments to the Local Promoter, any supplier, or individual involved in providing goods or services in respect of the Concert which are charged to the Artist/Tour Promoter. The Venue agrees to disclose to Tour Promoter any agreements it has with the Local Promoter which entitles the Local Promoter to any rebates or volume discounts in respect of rent or other amounts payable to the Venue (including annual or multi-year or show agreements) or any revenues related to the Concert (such as from parking or concessions). The Venue shall not charge any mark-up, administration or overhead fee on any third-party expenses charged to either the Tour Promoter or the Local Promoter.

12. SIGHT LINES:

The sight lines for each Concert will be determined by representatives from both Artist and Tour Promoter in consultation with the Venue. There may be no changes made to these sight lines except at the direction of Tour Promoter *and the building General Manager.*

13. TROUBLE/RELOCATION SEATS:

It is recommended that seats be withheld from sale on the floor and in the stands on both sides of the Venue to allow for unforeseen seating difficulties. The location and number of such seats will be determined in consultation with Tour Promoter prior to ticket on-sale. Once determined and held, these seats may not be released for sale except at the direction of Tour Promoter.

14. PUBLIC TRANSIT:

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Each Venue is asked to co-ordinate with the Local Promoter to ensure that local transit authorities have been advised of the planned start and finish times of the Concert. If the Venue has any specific concerns or requirements of the Artist/Tour Promoter please provide details in writing.

15. DOOR OPENING:

Doors may only be opened in consultation with the designated or Tour Promoter representative.

16. TURNSTILES & DROP BOXES:

Turnstiles must be used at all patron admittance gates, press gates and entrances to luxury suites and club seats. Venue will ensure that the Tour Security Director is able to take opening and closing turnstile numbers at the same time that the Venue does. ~~Drop Boxes must be used~~ *Drop Boxes must be used where available. If a drop point is required on the night of the performance, the Venue will be advised as early as possible to organize the necessary staff and room. It is understood that the venue uses ticket scanning equipment and all drop counts are recorded electronically.*

It is the responsibility of the Venue to notify the Local Promoter and Tour Promoter as soon as possible of all permits necessary for the staging of the Concert.

18. TAX REMITTANCES:

If the Venue is responsible for remitting any taxes which are deducted from Gross Box Office Receipts, then a copy of the remittance together with a cancelled cheque must be provided to Tour Promoter upon request.

19. TRANSPORTATION PACKAGES:

Tour Promoter may contract with a third party or parties for the sale of ticket & travel packages to the Concert. The Venue hereby agrees not to participate in any travel package venture for the Concert nor to provide tickets to third parties wishing to do so.

20. VIP SUITES/SKYBOXES:

The revenue from any private box or suite seats shall be allocated as provided in the Venue Agreement, provided that in any event the revenue from any tickets sold specifically for the Concert, such as "overflow" or standing room suite seats (as opposed to tickets included in the suite license) shall be included in Gross Box Office Receipts. In any event all suites and boxes must be manifested for the purpose of verification of drop count audit on the night of engagement.

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~~The Venue agrees that the Venue shall not hire any private artist for the Concert.~~

See venue contract; paragraph 6
part h

21. PRESS BOX:

Tour Promoter shall have the first right of refusal over the use of all press box and lounge facilities for the Concert. See venue contract; paragraph 6, part j

22. FLOOR SEATING PLAN:

The Venue is requested to secure all necessary approvals for the reserved seating plan on the floor. Written confirmation of such approval should be forwarded to Tour Promoter upon receipt.

23. VIP/CORPORATE PARTIES:

Tour Promoter has the exclusive right to organize hospitality functions (ie VIP Parties) in connection with the Concert and the Venue agrees not to allow third parties use of any of its function rooms for this purpose, nor to engage in organizing VIP functions on its own behalf. Accordingly, all appropriate function and banquet rooms, etc that are owned or controlled by the Venue shall be reserved for the exclusive use of the Tour Promoter unless otherwise agreed in writing. The venue will sell VIP packages and will earn a 10% commission on the gross (less the cost of tickets).

The Venue's catering company shall supply all food and beverages for any VIP or corporate functions that are held in conjunction with the Concert at the Venue.

24. CAMERAS/TAPE RECORDERS:

It is the policy for the Tour that no cameras or recording devices of any kind be admitted to the Venue. The Venue should discuss its own policy for a check system or other method of dealing with patrons who are refused admittance for this reason, with the Local Promoter and the Tour Security Director.

25. ARTIST RECORDINGS, ETC:

The Artist or its designee shall have the right to photograph, film, videotape, broadcast, webcast, record or otherwise mechanically reproduce the Concert and its related activities on a live and/or delayed basis at the Venue. The Artist or its designee shall own in perpetuity and may exploit the products of all such activities in their discretion throughout the world in all media without further payment or compensation to the Venue; provided that Tour Promoter/Artist shall pay for any additional out-of-pocket expenses related to such activities, including union costs, this includes stagehands. In exchange, the Act or its designee shall use the words "Live at IZOD Center" in any film, photograph, videotape, etc.

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26. NO BOTTLES OR CANS:

It is the policy for the Tour that no bottles, cans, chairs, weapons, projectiles or other potentially dangerous objects of any kind be admitted to the Venue. A satisfactory method for disposing of such items should also be discussed with the Local Promoter and Tour Security Director. The Venue agrees not to serve refreshments in cans, bottles, glassware or other hard containers.

27. BEER/WINE/ALCOHOL:

The Venue hereby agrees that for the mutual benefit of the patrons and all parties concerned, there will be no alcoholic beverages sold past the last intermission in this Concert unless agreed by a Tour Promoter representative. ~~The Venue shall be liable for damages caused by the consumption of alcoholic beverages.~~
~~The Venue shall be liable for damages caused by the consumption of alcoholic beverages.~~
 or Tour Promoter will not be liable for damages.

28. DOOR TIMES/SUPPORT ACT/INTERMISSION:

Specific times for doors and show finish will be furnished to the Venue in advance of the performance date. It is estimated that there will be one (1) approximately 45 minute intermission between the opening act and the Artist, in the case of stadium shows only.

29. ANNOUNCEMENTS/USE OF IN-HOUSE VIDEO SCREEN:

There may be no public address announcements other than those giving notice of services available at the Venue or public safety information or introductions of the Artist without the prior approval of the Tour Promoter. No such announcement may be made less than 30 minutes prior to or during the Artist's performance. The use of any in-house video screens or television monitors for purposes other than the advertisement of services, existing venue advertisers or upcoming events must have the prior approval of the Tour Promoter. Any video display visible within the audience area of the Venue must be turned off at least 30 minutes prior to the Artist's performance and remain off until house lights are turned on at the end of the performance.

The Tour Promoter shall have the use of the Venue's in-house video screens (including scoreboard) and system and television monitors for no additional fee.

30. FEED TO IN-HOUSE VIDEO SYSTEM:

There will be no feed supplied to the Venue's in-house video system unless it can be demonstrated to the satisfaction of the Artist/Tour Promoter that increased revenue will result and that there can be no possibility of recordings being made.

Should the Artist/Tour Promoter agree to provide a feed, the Venue will be required to sign an indemnity making the Venue solely responsible for any damages and costs associated with the

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exploitation of any illegal recordings that may be made thereof.

31. MERCHANDISE:

- Consign to the venues
exclusive merchandise,
Armark
- (a) Tour Promoter/Signatures ("Merchandiser") has been appointed the exclusive merchandiser for the Tour and shall accordingly have the exclusive right to ~~sell~~ all non-food and non-beverage items of whatsoever nature at the Concert, including, without limitation, wearing apparel, posters, stickers, programs, phonograph records and other such items of merchandise, binocular rentals and glow lites, dog tags, laminates, lanyards, etc.
- (b) Merchandiser will require a product room in a convenient location to afford easy access for one tractor trailer, one bus, and two automobiles, and to enable Merchandiser to distribute merchandise to all stands. The product room should be located in an area segregated from the general public. The dimensions of the product room should be no less than 30 ft by 30 ft with adjacent toilet facilities and proper heat, light and electrical power points.
- (c) If no such product room exists at a particular Venue, Merchandiser will arrange for a 40 ft trailer to be delivered to the Venue no later than 8 a.m. on the day prior to the first performance of the Concert which will be vacated by 9 a.m. on the day following the last performance of the Concert. Merchandiser will liaise with the Venue and Local Promoter to determine the best location to set up the trailer.
- (d) Merchandiser must have exclusive access to the product room no later than 8 a.m. on the day prior to the first performance of the Concert until 9 a.m. on the day following the last performance of the Concert.
- (e) Merchandiser must be able to park its vehicles after load-in and until expiration of the above-noted time period in a secured compound (which should be the same area as the production trucks).
- (f) Where Merchandiser supplies its own vendors, Merchandiser will have its own or Artist distributed front-of-house passes to gain access to the Venue. Merchandiser or Artist Director of Security will supply specimen samples of its passes to the Venue for posting on the nightly pass sheet. These passes will be clearly marked no backstage access.
- (g) The Venue agrees to assist Merchandiser with bootleg prevention on its private property, including obtaining the assistance of local authorities where reasonably possible. Merchandiser will require the Venue to perform a thorough bag check of patrons upon entering the building, to prevent the smuggling of bootleg merchandise into the Venue. Merchandiser's director of security will liaise with the Venue's to coordinate this check. See attached NTSEA bootleg vending policy procedures.

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- (h) The Venue will not sell, nor permit to be sold, any item(s) which bear the name likeness or logos of the Artist, without the prior written permission of the Artist/Tour Promoter.

32. PRODUCTION RELATED ISSUES:

- a) The Venue will provide a clear, unobstructed access path for the installation and removal of all equipment provided by the Artist. The Artist's load-in and load-out will not be held up by Venue deliveries, private vehicles, cleaning equipment or other Venue controlled activities.
- b) The Venue will supply sufficient parking on site for: (i) in the case of arena shows, up to 25 tractor-trailers, 10 tour buses, and 30 vehicles; and (ii) in the case of stadiums, up to 58 tractor-trailers, 15 tour buses and 40 vehicles. at no cost to the Artist/Tour Promoter. *It is understood that the location(s) for such parking spaces are subject to other events scheduled at the Sports Complex. Venue shall advise Tour Promoter of any scheduling conflicts with other events, if applicable.*
- c) The Venue assumes responsibility for approving the hanging weight of the Artist's equipment and shall immediately advise the Artist/Tour Promoter of any restrictions in this regard.
- d) The Artist/Tour Promoter require a number of rooms for use as dressing rooms, production offices and VIP/Hospitality rooms. The Venue shall ensure that all reasonably available rooms are reserved for use by the Artist/Tour Promoter.
- e) The Tour will be providing its own stage, mixer platform and barricades unless otherwise advised. ~~The Artist/Tour Promoter shall be responsible for the cost of the stage, mixer platform and barricades.~~
- f) ~~The Venue will provide in-house stage curtains, pipe and drape and backstage furniture.~~ *If phones are not included in the house package, in-house phone charges shall be limited to \$1.50 per phone line ^{plus} long distance charges, for the duration of the rental/license period and not on a per day or other basis.* ~~The Venue shall provide in-house phone charges shall be limited to \$1.50 per phone line plus long distance charges, for the duration of the rental/license period and not on a per day or other basis.~~ *TI lines are \$250 for installation and \$75 per additional day of service.*
- g) The Venue acknowledges that the Artist/Tour Promoter has the right to provide its own tour catering for, at its option, the touring and local crew, Artist and dressing rooms and Artist hospitality. There shall be no buyout fee paid to the house caterer for the use of a tour caterer unless agreed to in writing. *The Act/Tour catering must be in the dressing room/backstage area only, otherwise the building Concessionaire, Avamark, must be involved.*
- h) The Venue acknowledges that confetti may be used in the Concert without any

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additional charge; Confetti can not be dropped from ceiling, but can be "shot".

33. BUILDING:

Notwithstanding anything contained in the Venue Agreement, the Venue will be provided in a good state of repair and in compliance with all applicable laws and health, safety and other applicable codes and regulations, and Venue will obtain all building-related permits required to conduct the Concert.

34. CONFIDENTIALITY:

The terms of the Venue Agreement including this Rider and any information, including but not limited to, any financial, personal, creative or other information not known to the public that Venue and/or its employees, contractors and/or agents, may receive about the Artist, whether visually, orally or in writing, through any media, are subject to the utmost confidentiality among the parties thereto, and must not be disclosed to any third parties without the prior written consent of the parties thereto and the Artist, except as disclosure may be required to professional advisors or by law, or for carrying out the purposes of the Venue Agreement. Without limiting the foregoing in any way, Venue shall not, and shall cause its employees, contractors and/or agents to refrain from, recording, distributing or publishing any photographs, audio and/or audiovisual content relating to the Artist, in any way, whatsoever. Breach of this provision could cause the parties and the Artist irreparable harm which may not be subject to compensation with monetary damages.

35. ASSIGNMENT:

Notwithstanding anything contained in the Venue Agreement, Tour Promoter shall be entitled to assign the Venue Agreement and this Rider to an affiliate or a company that can provide the services of the Artist, including Bhakti Touring, Inc. and its designees, provided that Tour Promoter shall remain primarily liable for its obligations under the Venue Agreement. Tour Promoter shall provide written notice of any such assignment to the Venue upon the occurrence of same.

36. ADA:

The Venue shall advise the Tour Promoter of all requirements of the Americans With Disabilities Act ("ADA") that relate to the Venue so as to enable the Tour Promoter to comply with the ADA.

37. DIRECTION RE FUNDS:

The Venue hereby acknowledges the Tour Promoter's interest in all revenues received by the Venue from the sale of tickets in respect of the Concert ("Ticket Revenues"). In that connection,

Madonna World Tour 2008 - North America - USA Rider to Venue Agreement

the Venue hereby irrevocably agrees that immediately upon settlement of each Concert in accordance with the terms of the Venue Agreement, the Venue will wire all Ticket Revenues, ~~to the Venue~~ (except as specified in the Venue Agreement), to the Tour Promoter (to an account to be advised in writing) without deduction, set off or withholding of any kind, except as permitted pursuant to the Venue Agreement with respect to amounts owing to Venue thereunder.

If the Venue has over-withheld any amounts from sums owing to the Tour Promoter under the Venue Agreement, the Venue shall wire any over withheld amount to the above account immediately upon final settlement.

The Venue agrees that until such time as it transfers the Ticket Revenues to the Tour Promoter as provided above, the Venue shall hold the Ticket Revenues ~~in a segregated interest bearing trust account~~ for the benefit of the Tour Promoter, subject to the Venue's rights to same under the Venue Agreement as specified above.

I have read and fully understand the foregoing and hereby agree to be bound by the terms of this contract addendum.

Agreed To And Accepted By:

New Jersey Sports & Exposition Authority
Contracting Party For The Venue

Live Nation MTours (USA), Inc.

By: James R. Minish
Authorized Signatory
James R. Minish
Executive VP - Facilities

By: [Signature]
Authorized Signatory

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NEW JERSEY SPORTS and EXPOSITION AUTHORITY
INTER-OFFICE MEMORANDUM

NJSEA BOOTLEG VENDING POLICY/PROCEDURES

UNAUTHORIZED VENDING AND DISTRIBUTING PROHIBITED

Except as authorized by the Sports Authority, no person shall enter or remain on the premises of the Meadowlands Complex for the purpose of selling, offering to sell, leasing or distributing any goods, merchandise, literature or services.

ILLEGAL VENDING - Often the sale of souvenir T-Shirts and caps, etc. is an important source of income to our promoters and the acts they represent. Ultimately, of course, the Sports Authority benefits from this business as well. At times, particularly for rock concerts, vendors will "pirate" the name and trademarks of acts and produce shirts and caps which they sell in our parking lots before and after concerts. When the act in question obtains a court issued injunction against this, we will assist in carrying out the court order. We do this by trying to curtail the activities of these unauthorized vendors.

The vendors work the parking lots and only carry 3-5 shirts at a time to minimize their losses if caught. They maintain their main supply of merchandise in a centrally located vehicle trunk or van and may keep a bag of inventory under a parked car.

ENFORCEMENT - A minimum squad of six (6) Event Staff personnel will be assigned to enforce the vending policy. This squad will consist of a Supervisor, Assistant and four (4) staff members. Additional staff may be hired at the merchandiser's request. The Supervisor and Assistant Supervisor will both be mobile, operating Security vans in the parking lots and bridges connecting the Stadium and Arena. One of these staff members may be placed on the roof of the Arena with binoculars to act as a "spotter".

THE EVENT STAFF MEMBERS ARE NOT PERMITTED TO LEAVE THE N.J.S.E.A. PROPERTY TO APPREHEND ANY PERSON SUSPECTED OF SELLING BOOTLEG MERCHANDISE.

ALL PERSONNEL ASSIGNED TO THIS DETAIL WILL BE IN UNIFORM

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-2-

The vending detail will patrol the lots in squads of three (3) or four (4) men. Anyone observed vending bootleg tee shirts or any other bootleg merchandises will be apprehended and taken to either the Stadium or Arena Processing Area. All bootleg merchandise will be confiscated and inventoried. The illegal vendor will be processed, photographed and officially ejected from the premise. If the vendor has been previously ejected he will be turned over to the State Police and he will be charged with trespassing. A file of all known and previously apprehended vendors is maintained in both the Stadium and Arena Security Offices.

In the event the show merchandiser requests plainclothes personnel for this detail, I recommend the hiring of Corporate Loss Prevention Associates. This will greatly assist the N.J.S.E.A. personnel in enforcing the vending policy. In the event the promoter has a Federal Court Injunction banning the sale of merchandise in a two to three mile radius of the venue, these personnel may leave the NJSEA property to pursue the illegal vendors. Telephone numbers for the Corporate Loss-personnel may be obtained from either the Arena or Stadium Security Management.

If the merchandiser assigned to the show requests to work with the Event Staff members, he may be issued one of our security radios for communication and if he requests, he may be allowed to ride in one of the security vans.

In addition to the six (6) personnel assigned to the Vending squad, there will be an additional squad of fifteen (15) personnel assigned to the lots as a Lot Patrol or depending on the event as a No Alcohol Squad. Although apprehending bootleg shirt vendors is not their primary responsibility these employees will also assist in enforcing the vending policy.

We also utilize members of our Traffic and Parking Departments to either assist in "spotting" illegal vendors or apprehending them.

The **VENDING SQUAD** is usually assigned to patrol the lots four (4) hours prior to the event. Usually the squad is reassigned inside the venue around the time the show begins. The Supervisor and Assistant Supervisor and at least one Event Staff member remain outside all evening patrolling the lots. Just prior to "blowoff" the Vending Squad is reassigned to the lots to enforce the vending policies. Additional members of the original Lot Patrol are also reassigned outside at "blowoff" to assist in the enforcement of bootleg vending and other policy violations.

At the end of the night, if the show merchandiser wants to inventory the confiscated contraband, he may come to the Security Office. If he wants to take possession of the confiscated items, they will be turned over to him at the completion of the detail by either a Stadium or Arena Security management person.

JUL.31.2000 15:04

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-3-

The total cost for NJSEA Security is \$600.00 plus tax and will be "taken off the top" at the settlement with Aramark, the building concessionaire. Any additional service hired is at the show merchandiser's expense.

File:G:\Data\Security\Royal Vending.Doc

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of September, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Burque Iglesias & Aventura Concert
Date: October 5, 2008
Time: 8:00 pm - 11:00 pm
Event Length: 3 hours

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 5th day of October, 2008 and to the 6th day of October, 2008 at 3:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. PAYMENT OF EXPENSES:

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. SERVICES TO BE PROVIDED BY THE LICENSOR:

- a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.
- b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Enrique Iglesias
Aventura

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes; bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSEE and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. WATER

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. PARKING

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. CREDENTIALS

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSEE during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. DEFAACEMENT OF BUILDING

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. SIGNS AND POSTERS

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. ADVERTISING

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. OCCUPANCY INTERRUPTION

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. DEFAULT

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. CIVIL RIGHTS

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. FORCE MAJEURE

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. SEVERABLE AGREEMENT

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner, or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall, similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

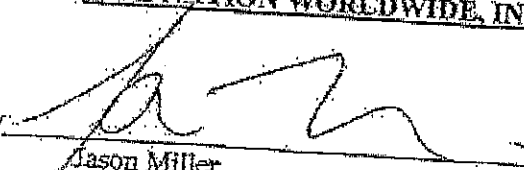
By



James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By



Jason Miller

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

I. TICKET PRICES - CONFIGURATION

A. Net Capacity - TBD:

<u>Area</u>	<u>Price</u>
Floor	
Floor/Lower Tier	\$200.00
Upper Tier	\$99.00
Upper Tier	\$79.00
Upper Tier	\$49.00
Upper Tier	\$35.00

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. SUITE REVENUE DISTRIBUTION

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

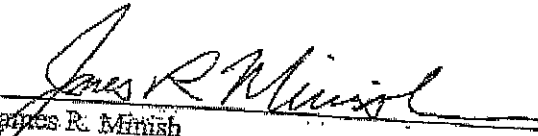
B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION


The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By: 
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By: 
Jason Miller



WILLIAM MORRIS AGENCY, LLC

TALENT AND LITERARY AGENCY

One William Morris Place
Beverly Hills, CA 90212
USA

email: cm@wma.com

WALKING WITH DINOSAURS

CREATURE PRODUCTION COMPANY LLC

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 07 Aug 2008 between CREATURE PRODUCTION COMPANY LLC (hereinafter referred to as "PRODUCER") furnishing the services of WALKING WITH DINOSAURS (hereinafter referred to as "ARTIST") and IZOD CENTER (hereinafter referred to as "PURCHASER")
James R. Minish

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. ENGAGEMENT VENUE(S):

IZOD CENTER
50 State
Route 120
East Rutherford, NJ 07073
USA

2. DATE(S) OF ENGAGEMENT: Wed 08 Oct 2008 - Sun 12 Oct 2008

- a. Number of Shows: 8
- b. Show Schedule(s):
 - Wed 08 Oct 2008
07:30 PM: WALKING WITH DINOSAURS; (min.)
 - Thu 09 Oct 2008
07:30 PM: WALKING WITH DINOSAURS; (min.)
 - Fri 10 Oct 2008
11:00 AM: WALKING WITH DINOSAURS; (min.)
07:30 PM: WALKING WITH DINOSAURS; (min.)
 - Sat 11 Oct 2008
10:30 AM: WALKING WITH DINOSAURS; (min.)
03:00 PM: WALKING WITH DINOSAURS; (min.)
07:30 PM: WALKING WITH DINOSAURS; (min.)
 - Sun 12 Oct 2008
07:30 PM: WALKING WITH DINOSAURS; (min.)

3. BILLING (in all forms of advertising):

100% Headline Billing

4. COMPENSATION:

REIMBURSEMENT(S):
\$50,000.00 USD for Production due: 08 Oct 2008 - *off the top expense*
\$2,400.00 USD for \$300 per performance for camera operators due: 08 Oct 2008 - *Venue expense*

This is a shared equity agreement between CREATURE PRODUCTIONS and the Venue. See Special Provisions for compensation terms.

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. PRODUCTION AND CATERING:

N/A

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation: N/A
- b) Accommodations: N/A
- c) Air freight and excess baggage: N/A
- d) Ground transportation: N/A
- e) Other: N/A

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

Compensation shall be calculated as follows:

- *Deductions from gross will be advertising agent, credit card fees paid by venue (transaction fee not to exceed 4%, \$50,000 production fee (reimbursable to WWD), and 6% royalty of gross ticket sales to WWD after admissions tax and facility fees, and group sales commissions (10%) ~~and costs~~ \rightarrow American Express - 3.1%
~~and costs~~ \rightarrow Visa/Mastercard - 2.21%

The remaining revenues will be split between the PURCHASER and PRODUCER as follows:

- *To WWD 75% of first \$750,000 of revenue plus;
- *65% to WWD of any portion of revenue that exceeds \$750,000 but is less than \$1,350,000 plus;
- *70% to WWD of any portion of revenue that equals or exceeds \$1,350,000

*The cash expenditure for all marketing (which includes advertising but is exclusive of group sales commissions) shall be equal to or less than \$250,000.

*Promotional expenditures shall be valued at an overall average minimum of at least a ratio of 3 to 1 benefit to Venue in measured media (including bargaining or trading).

*All credit card fees actually imposed upon and paid by Venue, provided however, that, for each individual credit card transaction, the amount of Credit Card fees with respect to such transaction shall not exceed 4% of the amount of such transaction.

*Credit card or group sales commissions will not be accepted on admissions tax or facility fees.

*Double commissions (i.e. credit card commissions and group sales commissions) are not permissible on group sales tickets.

*10% commission on all national group sales to Broadway Across America (as well as on all acceptable group sales commissions) on full price tickets. Group sales commissions (10%) and costs will come off the top prior to any revenue being split between purchaser and producer. \$5.00 group discount on tickets at PL1 level and below are permissible Wednesday, Thursday and Friday. All group tickets must be purchased at full ticket prices on Saturday and Sunday.

Each performance PRODUCER shall receive:

- *60 best in house tickets per performance @ PL1 at no charge.
- *40 best in house tickets per performance @ PL2 at no charge.

*PURCHASER shall be limited to a maximum of 850 tickets for the entire Engagement, for promotional and advertising activities

*Press holds shall break down as follows:

Opening Night Performance:
50 - PL1 (Reviewer or VIP level guest), 50-PL1, 100-PL2

Second Evening Performance:

40 PL1 tickets (Automatic release at 24 hours)

Each Subsequent Performance:

10 PL1 tickets (Automatic release at 24 hours) \rightarrow 57 \rightarrow 10 \rightarrow 19 PL3
*PURCHASER shall receive a maximum of 10 tickets per performance @ PL1 and 19 @ PL3

*VENUE must be made available for load-in the day before the first performance at 8:00 AM.

*PURCHASER shall provide and pay for all rider requirements.

*No Additional shows can be added on Sunday, Oct 12 due to a Jets home game at 1pm.

*If ticket sales warrant, PURCHASER may add a school show on Thursday, Oct 9 at 11am

*Per rider instructions, please wire all monies to the account below:

Commerce Bank
317 Madison Ave.

* There are 28 suites in the venue with a total of 466 tickets. These tickets are complimentary.

New York, NY 10017
Swift Code: _____

3. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

9. CURRENCY AND EXCHANGE RATE:

N/A

10. PAYMENT TERMS:

BALANCE of the monies shall be paid to and in the name of PRODUCER *on the next business day following the final engagement*

CITY NATIONAL BANK 400 North Roxbury Drive Beverly Hills, CA 90210	ORG: Izod Center / REF: Walking with Dinosaurs / Oct 08, 2008
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Please be sure to specify the following in avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).

a. Except as otherwise stated herein, all payments shall be paid to and in the name of PRODUCER'S agent, WILLIAM MORRIS AGENCY, LLC.

b. Earned percentages, overages, and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law) or bank wire ~~immediately~~ *on the next business day* following the last show of the Engagement.

c. In the event the full price agreed upon to be paid by PURCHASER ~~does not~~ *on the next business day* include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law) or by bank wire, ~~immediately~~ *on the next business day* following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

CAP TYPE	GROSS PRICE	COMPS	HULLS	SELLABLE	FACILITY	PARKING	CHARITY	OTHER	NET PRICE	GROSS POT.
Wed 8 Oct 7:30 PM	2061 Reserved \$91.00	0	0	2,061	\$3.00				\$88.00	\$181,368.00
	1062 Reserved \$78.00	0	0	1,062	\$3.00				\$75.00	\$79,650.00
	2128 Reserved \$58.00	0	0	2,128	\$3.00				\$55.00	\$117,040.00
	2588 Reserved \$43.00	0	0	2,588	\$3.00				\$40.00	\$103,520.00
	1370 Reserved \$28.00	0	0	1,370	\$3.00				\$25.00	\$34,250.00
Thu 9 Oct 7:30 PM	2061 Reserved \$91.00	0	0	2,061	\$3.00				\$88.00	\$181,368.00
	1062 Reserved \$78.00	0	0	1,062	\$3.00				\$75.00	\$79,650.00
	2128 Reserved \$58.00	0	0	2,128	\$3.00				\$55.00	\$117,040.00
	2588 Reserved \$43.00	0	0	2,588	\$3.00				\$40.00	\$103,520.00
	1370 Reserved \$28.00	0	0	1,370	\$3.00				\$25.00	\$34,250.00
Fri 10 Oct 11:00 AM	1062 Reserved \$91.00	0	0	1,062	\$3.00				\$88.00	\$96,184.00
	2061 Reserved \$78.00	0	0	2,061	\$3.00				\$75.00	\$155,770.00
	2128 Reserved \$58.00	0	0	2,128	\$3.00				\$55.00	\$117,040.00
	2588 Reserved \$43.00	0	0	2,588	\$3.00				\$40.00	\$103,520.00
	1370 Reserved \$28.00	0	0	1,370	\$3.00				\$25.00	\$34,250.00
Fri 10 Oct 7:30 PM	2061 Reserved \$91.00	0	0	2,061	\$3.00				\$88.00	\$181,368.00
	1062 Reserved \$78.00	0	0	1,062	\$3.00				\$75.00	\$79,650.00
	2128 Reserved \$58.00	0	0	2,128	\$3.00				\$55.00	\$117,040.00
	2588 Reserved \$43.00	0	0	2,588	\$3.00				\$40.00	\$103,520.00
	1370 Reserved \$28.00	0	0	1,370	\$3.00				\$25.00	\$34,250.00
Sat 11 Oct 10:30 AM	2061 Reserved \$91.00	0	0	2,061	\$3.00				\$88.00	\$181,368.00
	1062 Reserved \$78.00	0	0	1,062	\$3.00				\$75.00	\$79,650.00
	2128 Reserved \$58.00	0	0	2,128	\$3.00				\$55.00	\$117,040.00
	2588 Reserved \$43.00	0	0	2,588	\$3.00				\$40.00	\$103,520.00
	1370 Reserved \$28.00	0	0	1,370	\$3.00				\$25.00	\$34,250.00
Sat 11 Oct 3:00 PM	2061 Reserved \$91.00	0	0	2,061	\$3.00				\$88.00	\$181,368.00
	1062 Reserved \$78.00	0	0	1,062	\$3.00				\$75.00	\$79,650.00
	2128 Reserved \$58.00	0	0	2,128	\$3.00				\$55.00	\$117,040.00
	2588 Reserved \$43.00	0	0	2,588	\$3.00				\$40.00	\$103,520.00
	1370 Reserved \$28.00	0	0	1,370	\$3.00				\$25.00	\$34,250.00
Sat 11 Oct 7:30 PM	2061 Reserved \$91.00	0	0	2,061	\$3.00				\$88.00	\$181,368.00
	1062 Reserved \$78.00	0	0	1,062	\$3.00				\$75.00	\$79,650.00
	2128 Reserved \$58.00	0	0	2,128	\$3.00				\$55.00	\$117,040.00
	2588 Reserved \$43.00	0	0	2,588	\$3.00				\$40.00	\$103,520.00
	1370 Reserved \$28.00	0	0	1,370	\$3.00				\$25.00	\$34,250.00
Sun 12 Oct 7:30 PM	2061 Reserved \$91.00	0	0	2,061	\$3.00				\$88.00	\$181,368.00
	1062 Reserved \$78.00	0	0	1,062	\$3.00				\$75.00	\$79,650.00
	2128 Reserved \$58.00	0	0	2,128	\$3.00				\$55.00	\$117,040.00
	2588 Reserved \$43.00	0	0	2,588	\$3.00				\$40.00	\$103,520.00
	1370 Reserved \$28.00	0	0	1,370	\$3.00				\$25.00	\$34,250.00

SCALING NOTES: *all capacities and gross potentials are subject to change based on production information and subject to producer approval

- *\$5 Discount for previous ticket buyers for W/T/F performances for P2, P3 and P4 only.
- *Ticket price is \$20 for P3 and \$15 for P4 & P5 for schools for the Friday show at 11:00 a.m.
- *There is no facility fee on the ticket price for school groups.

* There is a \$3.00 facility fee on each ticket sold (except school groups). The Venue shall retain any facility fee revenues.

ADJUSTED GROSS POTENTIAL:	\$3,827,299.00
TAXES - 7.00%	(\$31,938.38)
TAXES - 7.00%	(\$31,938.38)
TAXES - 7.00%	(\$31,938.38)
NET POTENTIAL:	\$3,576,914.95

* Ticket Prices are \$91, \$78, \$58, \$43, \$28 WALKING WITH DINOSAURS
The ticket prices include the \$3.00 facility fee. WOOD CENTER
Seq: 2046470

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Advertising	\$250,000.00				
Other 1		6.00%			Producer royalty
Other 1	\$2,400.00				\$100 per performance for camera operators
Production	\$40,000.00				
Expense Totals:	\$302,400.00	6.00			

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

13. MERCHANDISING:

Venue sells; CD/DVD: ⁸⁵ 8.00% of proceeds to ARTIST. *> with taxes and credit card commissions off the top.*
 Venue sells; T-Shirts/Soft: 80.00% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:


N/A


15. TAXES:

7% New Jersey State Sales Tax on tickets and applicable merchandise

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY) ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By: 
 PRODUCER
~~James R. Minish~~ James R. Minish - Executive VP
 50 State Rte 120
 East Rutherford, NJ 07073
 USA

By: 
 CREATURE PRODUCTION COMPANY LLC
 Fed ID: 26-189359

Return all signed contracts to WILLIAM MORRIS AGENCY, LLC at the address above: Attention: Mitchell

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER'S agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement(s).
- (3) In the event that the payment of PRODUCER'S share of said performance(s) receipts is based in whole or in part upon expenses related to the engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED, NO TICKETS SHALL BE PRICED AT MORE THAN THE AGENCY UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER'S representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER'S representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement(s) hereunder.
- (5) PURCHASER agrees that any inclusion of ARTIST'S performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (6) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER'S prior, written consent, which shall be given or withheld in PRODUCER'S sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement(s), including, without limitation, a suitable venue, well-vented, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphone(s) in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached Artist Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER'S use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER'S regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).

D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST'S performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST(s) herein specifically named.
- (2) ARTIST(s) shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER'S directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER'S prior written consent.

E. EXCUSIOU PERFORMANCE

- (1) PRODUCER'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of any public authority or any other cause, similar or dissimilar, beyond PRODUCER'S control (collectively "Force Majeure"). (2) In the event of illness, disability or death of ARTIST (or of any of ARTIST'S immediate family members or of any key member of ARTIST'S band or crew), strike, law, Act of God, governmental regulation or other Force Majeure occurrence, and PRODUCER or ARTIST is unable or is prevented from performing the Engagement or any part thereof, PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such illness or Force Majeure occurrence. Notwithstanding the foregoing, in the event of such non-performance for any of the reasons stated herein, if ARTIST is ready, willing, and able to perform (but for such occurrences), then PURCHASER shall nevertheless pay PRODUCER the full GUARANTEE plus all other Compensation due hereunder. In all instances, PURCHASER shall remain responsible for all transportation, accommodations and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other Compensation due hereunder if the performance(s) called for herein is prevented by such weather conditions, regardless of which party (PRODUCER, ARTIST or PURCHASER) cancels the Engagement. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party. PRODUCER shall have the sole right to determine in good faith whether any weather conditions shall render the performance(s) impossible, infeasible, hazardous or unsafe.

G. PRODUCER'S RIGHT TO CANCEL

Unless stipulated to the contrary in this Agreement, PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder.

H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) ARTIST(s)/PRODUCER agree that PURCHASER may only use ARTIST(s)'s name, and ARTIST pre-approved pictures, photographs, image, or other pre-approved identification of ARTIST in connection with the advertising and publicizing of the Engagement hereunder, but such use shall not be an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER'S prior written approval. Such rights shall extend and continue in effect only during the period beginning with the execution of this Agreement and ending upon completion of the Engagement hereunder.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballot books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in

the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER'S personnel at any time during the Engagement.

K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement(s) and/or fails to furnish PRODUCER or ARTIST(s) with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER'S sole discretion), without prejudice to any other rights and remedies to: (i) terminate this Agreement and cancel any or all remaining Engagement(s) hereunder, in which event PRODUCER shall have no further liabilities and/or obligations in connection therewith; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; and (iii) receive the GUARANTEE (or the balance thereof) and all other Compensation due pursuant to this Agreement; and PRODUCER/ARTIST shall have no further liabilities and/or obligations in connection with this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER'S opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other Compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER'S sole discretion), without prejudice to any other rights and remedies, to: (i) terminate this Agreement and cancel any or all remaining Engagement(s) hereunder, in which event PRODUCER shall have no further liabilities and/or obligations in connection therewith; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; and (iii) receive the full GUARANTEE (or balance thereof) and all other Compensation due pursuant to this Agreement; and PRODUCER/ARTIST shall have no further liabilities and/or obligations in connection with this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, during the term of this Agreement, accident and employer's liability and public liability insurance of adequate amounts in light of the likely liability that could arise (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any) indemnifying and holding PRODUCER, ARTIST(s) and ARTIST(s)'s traveling party and PRODUCER/ARTIST'S employees and agents harmless from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to any performance given under this Agreement or arising out of or in connection with this Agreement.

(2) Without limiting the generality of the foregoing, PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including, without limitation, reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER. * See notes

*in Tour Rider
(Indemnification)*

M. ROLE OF AGENT

WILLIAM MORRIS AGENCY, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Agency, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Agency as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any act of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other

attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

F. MISCELLANEOUS PROVISIONS

- (1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
- (2) This (and any PRODUCER riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties.
- (3) This Agreement shall be construed in accordance with the laws of Los Angeles County in the state of California applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Los Angeles County in the state of California in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Los Angeles County in the state of California and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.
- (4) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.
- (5) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.
- (6) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER'S carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.
- (7) The terms "ARTIST(s)" and "PURCHASER(s)" as used herein shall include and apply to the singular and the plural and to all genders.

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Walking With Dinosaurs
The Live Experience 2007-2008

Tour Rider

- A. WWD and Venue wish to have Venue host at the Facility and co-promote WWD's "Walking With Dinosaurs - The Live Experience," a Creature Productions event, under and subject to the terms hereof (collectively, along with all of WWD's rights to use the Facility, the "Engagement").
- B. The Engagement is expected to be part of a tour of such event, currently expected to include at least 30 cities and venues (the "Tour"). Venue and WWD shall cooperate with and support each other in the advertising and marketing of the Engagement and the Tour, under and subject to the terms hereof.

Agreement

In consideration of the representations, warranties, covenants and agreements herein, each Party agrees as follows:

I. Certain Obligations of WWD

- 1.1 Production. Except as otherwise stated herein, WWD shall be responsible for each performance in the Engagement, including the following:
 - (a) the format, dinosaurs, performance operators, script, theatrical lighting (other than spotlights), sound and music;
 - (b) production supplies for the Engagement, including portable sound equipment;
 - (c) air and ground travel, hotel accommodations and per diem for WWD's personnel, other than local transportation to the extent stated in the Rider attached hereto;
 - (d) selection of the actors, puppeteers, production personnel and staff of WWD who are part of the Engagement and the Tour; and
 - (e) obtaining any necessary rights to use the music and other copyrighted work for the Engagement.
- 1.2 Grant of Use of Marks. WWD grants to Venue the right to use, for the limited purpose of promoting and advertising the Engagement or the Tour, each trademark, name, logo, image or likeness in Appendix A (collectively, the "Marks").
 - (a) For each item to be broadcast, published, distributed, displayed or otherwise made public in connection with the Engagement that contains any Mark, Venue shall prepare and produce, at Venue's expense, such item in final form and provide such item to WWD to first obtain WWD's prior written approval (such approval not to be unreasonably withheld), in each case with reasonable notice to WWD and adequate opportunity for WWD to review (and revise, if necessary) before the first date on which such item is to be broadcast, published, distributed, displayed or otherwise made public.

WWD Tour
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- (b) Venue's only rights relating to the Marks, WWD or the Engagement are the rights granted herein in accordance with the terms hereof. WWD and its Affiliates retain all other rights relating to the Marks, WWD or the Engagement. Venue shall not use any Mark to indicate or imply any endorsement of any product, service or person (other than the Engagement or the Tour). The Tour's name is a Mark, and Venue shall not use any other name to advertise, promote or identify the Tour.

1.3 Promotion. WWD shall:

- (a) promote the Tour and the Engagement, including through WWD's website;
- (b) create television, print and media advertisements for the Tour that can be adapted to also advertise and promote the Engagement;
- (c) make such advertisements available to Venue for Venue's use in advertising and promoting the Engagement or the Tour;
- (d) assist Venue in preparing advertising and promotional material for the Engagement or the Tour; and
- (e) provide non-original masters of the Marks.

2. Certain Obligations of Venue

- 2.1 Use of Facility. Venue shall make the Facility available for use by WWD, to the extent and as and on the terms stated herein, for the Engagement, at no additional cost to WWD, on the dates and at the times and as otherwise stated in the Contract. Venue shall make available to WWD, at a minimum, the following items and areas for use in connection with the Engagement: the Facility's main event performance areas, existing Facility lighting; tables and chairs as reasonably requested; a hospitality room; production offices; men's and women's dressing rooms; a press room; lockable storage; and, if requested by WWD, an appropriate secure area of 2,500 square feet (or more) for WWD to display any accompanying exhibition. All of the foregoing is subject to the prior approval of WWD (which shall not be unreasonably withheld).
- 2.2 Medical. Venue shall have a certified EMT staff on standby at the Facility during each performance in the Engagement and all rehearsals.
- 2.3 Advertising. Venue shall schedule and purchase advertising that promotes the Engagement, with Venue being required to make the cash expenditure for total advertising described in the contract valued at the minimum in measured media (including bartering or trading) described in the contract which shall include, as a minimum, television, print, cinema, ambient media, transit, outdoor billboard, radio and group sales advertisements, certain related services by WWD to the extent agreed upon by WWD and national advertising and publicity (and Venue may, but is not obligated to, schedule and purchase advertisements promoting the Tour). All such advertisements and promotions, if directly promoting the Engagement or the Tour, shall be credited towards satisfaction of such cash expenditure requirements. Without limiting the foregoing, on or before the date that is 14 days after the date of this Agreement, Venue shall complete and give to WWD Venue's proposed terms for the contract (without change by Venue to, and in conformance with, the contract). Venue shall make any, if any, changes to such Part 2 that WWD reasonably requires. Such Part 2, as submitted by Venue with any such changes by WWD, shall be a part of this Agreement, and Venue shall comply with

→ There is a 4.5% outside agency commission for all ads placed through the venue and will be included as part of the overall advertising budget.

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such terms in such Part 2 thereafter. From time to time following WWD's requests, Venue shall inform WWD of the status of such advertising (including the amount of such cash expenditures actually made and the associated value of measured media, along with the types of advertising to which such amounts pertain).

2.4 Local Sponsorship. Any local sponsorship monies will be regarded and treated as normal box office income and processed accordingly.

2.5 Tickets.

Ticket shall read:

Creature Prod. Co. LLC
and BBC presents:
Walking with Dinosaurs -
The Live Experience
Venue
(Day / Date / Time)

Venue shall print, sell and distribute the tickets for the Engagement. WWD, in consultation with Venue, shall determine the price of such tickets that shall be charged, but which shall include any (if any) prices listed in the contract. Venue shall cause there to be no additional charge for or relating to any ticket unless mutually agreed upon between Venue and WWD (such agreement not to be unreasonably withheld). Venue shall comply with the other requirements that are listed in the contract regarding the printing, sale and distribution of such tickets. Venue shall provide to WWD the top quality tickets listed in the contract (at no charge) for each performance in the Engagement for use by Tour staff, WWD and WWD's sponsors. Venue shall limit the aggregate number of tickets for the Engagement that are provided at no charge (other than those provided to WWD) to the amount listed in the contract.

2.5 Complimentary Tickets.

Each performance the Producer shall receive sixty (60) best in house tickets per performance at PL1 at no charge and forty (40) best in house tickets per performance at PL2 at no charge. Purchaser shall be limited to a maximum of 850 tickets for the entire Engagement, for promotional and advertising activities. Purchaser shall receive a maximum of ~~50~~ ⁵⁴ tickets per performance ~~(40 at PL1 and 10 at PL2)~~ ¹⁰ at PL1 and ~~10~~ ⁴⁷ at PL3.

2.7 Ticket Holds.

Press tickets shall be held accordingly: Two hundred (200) tickets (100 PL1 and 100 PL2) on opening night, Forty (40) tickets at PL1 (automatic release after 24 hours) for second performance, Ten (10) tickets at PL1 (automatic release after 24 hours) for each subsequent performance.

2.8 Insurance.

(a) Throughout the Engagement, Venue shall maintain insurance coverage that covers the Engagement, ~~with the exception of the following:~~ that is reasonably satisfactory to WWD and that names WWD and its Affiliates as additional insureds thereunder. Such insurance coverage shall be comparable in all material respects to the insurance coverage that Venue maintains in the ordinary course of its business for other events at the Facility of size and nature

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similar to the Engagement, but not less than in amounts of \$2,000,000 commercial general liability, \$2,000,000 hospital and medical expenses and \$2,000,000 accidental death, dismemberment. Throughout the Engagement, Venue also shall maintain (or cause to be maintained) workers' compensation insurance for all its employees (and those of its Affiliates) to the extent required by law. On or before the date that is the earlier of 30 days after the date hereof or 30 days before the Engagement, Venue shall give to WWD certificates of insurance, in a form reasonably satisfactory to WWD, showing that such required coverages are held. Each such certificate of insurance shall state that at least 30 days' prior written notice by registered or certified mail shall be given to WWD of any cancellation, intent not to renew or reduction in coverage. All of such liability policies shall provide that WWD and WWD's Affiliates and each of WWD's and such Affiliate's officers, directors, owners, employees and agents is an additional insured as to all operations of Venue relating to this Agreement. If any such liability insurance policy is on a "claims made" basis rather than an "occurrence" basis, then such policy shall provide that in the event of cancellation or non-renewal, the discovery period for insured claims ("tail coverage") is unlimited with respect to the matters in this Agreement.

- (b) Throughout the Engagement, WWD shall maintain insurance coverage that covers the Engagement, Venue and the property of Venue and its Affiliates that is reasonably satisfactory to Venue and that names Venue and its Affiliates as additional insureds thereunder. Such insurance coverage shall be comparable in all material respects to the insurance coverage that WWD maintains in the ordinary course of its business for events of size and nature similar to the Engagement, but not less than in amounts of \$2,000,000 commercial general liability, \$2,000,000 hospital and medical expenses and \$2,000,000 accidental death, dismemberment. Throughout the Engagement, WWD also shall maintain (or cause to be maintained) workers' compensation insurance for all its employees (and those of its Affiliates) to the extent required by law. On or before the date that is the earlier of 30 days after the date hereof or 30 days before the Engagement, WWD shall give to Venue certificates of insurance, in a form reasonably satisfactory to Venue, showing that such required coverages are held. Each such certificate of insurance shall state that at least 30 days' prior written notice by registered or certified mail shall be given to Venue of any cancellation, intent not to renew or reduction in coverage. All of such liability policies shall provide that Venue and Venue's Affiliates and each of Venue's and such Affiliate's officers, directors, owners, employees and agents is an additional insured as to all operations of WWD relating to this Agreement. If any such liability insurance policy is on a "claims made" basis rather than an "occurrence" basis, then such policy shall provide that in the event of cancellation or non-renewal, the discovery period for insured claims ("tail coverage") is unlimited with respect to the matters in this Agreement.

- 2.9 Utilities and General Items and Services. Venue shall provide all utilities for the Engagement. Venue shall provide all other items and services for the Engagement that Venue customarily provides for other events at the Facility of size and nature similar to the Engagement (including cleaning, ushers, security, support staff, parking, concessions, spotlights, forklifts, stagehands, truck loaders, electricians, engineers, box office personnel, fire protection and personnel and medical support and personnel) and all other items and services as may be described in the Rider attached hereto.

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- 2.10 Use of Suite. Venue shall use its best efforts to provide to WWD the use of one luxury suite or press box (and associated tickets) for each performance in the Engagement (at no charge).

3. Merchandising, Sponsorship and Broadcasting

- 3.1 Merchandising. WWD shall retain all rights to the creation and vending of Tour merchandise (including the Tour program book). Venue shall provide the personnel to appropriately stock, display and sell such merchandise at the Facility during the Engagement and shall provide complete sales and inventory reconciliation at the conclusion of the Engagement to WWD. Venue shall retain and remit to the appropriate taxing authority all related sales taxes regarding the sale of such merchandise. Venue shall retain ~~20%~~ ^{15%} of the revenue received from such merchandise sales that are sales of DVD or CD recorded video or audio products and 20% of the revenue received from the remainder of such merchandise sales (in each case calculated after deducting all related sales taxes and Credit Card Fees actually imposed upon and paid by Venue), and Venue shall pay the remaining balance of such revenue to WWD, on or before the first business day following the Engagement, by wire transfer of immediately available funds. Notwithstanding the foregoing, if Venue and WWD mutually agree that WWD (or a person engaged or arranged by or through WWD) provide any sales personnel for such merchandise sales, then, with respect to sales by such personnel, the percentages of revenue stated above that Venue shall retain shall be reduced by half (i.e., such 10% shall be 5% and such 20% shall be 10% with respect to sales by such personnel). *It is understood that venue merchandiser, Frank, will sell all merchandise for the Engagements.*
- 3.2 Ownership of Tour. WWD and its Affiliates own or have licensed to them all right, title and interest in and to and associated with the Tour, including the right of third parties to identify themselves as sponsors of or suppliers to the Tour or the Engagement. WWD shall retain all revenue received by WWD or any of its Affiliates from national or regional sponsorship of the Tour.
- 3.3 Local Sponsors. WWD grants to Venue the non-exclusive right to solicit and sell to third parties the right to be local sponsors of or suppliers to the Engagement solely in Venue's specific geographical market; provided, however, that the following shall apply regarding such sponsors and suppliers obtained by Venue:

(a) No person whose business involves any product or service in a category in the contract may be such a sponsor or supplier. WWD may amend the categories in the contract from time to time before the Engagement by giving written notice to Venue thereof; provided, however, that such amendments shall not require Venue to change Venue's agreement with any such sponsor or supplier previously approved by WWD.

(b) Each proposed sponsor or supplier shall be approved in writing by WWD before Venue grants any right to such person to be such a sponsor or supplier. Such approval shall not be unreasonably withheld, but there may be some proposed sponsors, suppliers or categories that may be so inconsistent with the image of WWD (e.g., tobacco, alcohol, gambling, etc.), or that are the subject of license restrictions (e.g., certain foods or beverages, etc.), as to be unacceptable, and WWD also may withhold its approval of a proposed sponsor or supplier that conflicts with a sponsor or supplier of WWD or any aspect of the Tour.

(c) Subject to the foregoing, if WWD is approached by a person that desires to become a local sponsor or supplier of the Engagement solely in Venue's specific geographical market, then WWD shall inform Venue and cooperate with Venue (in a

WWD understands that Venue has existing relationships with permanent sponsors in Venue's building, some of which give such venue 5 sponsor exclusivity in a particular sponsorship category. WWD and Venue agree to communicate with one another prior to any sponsorship activation to ensure there are no conflicts with existing venue exclusive sponsors.

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manner consistent with this Agreement) in Venue's attempt to enter into an agreement with such person relating thereto.

- 3.4 **Broadcasting.** WWD shall retain all broadcast rights (including all rights to broadcast revenue) associated with the Engagement and the Tour. As part of its promotional efforts, Venue may, however, solicit local news coverage of the Engagement. WWD's prior written approval shall be required before any broadcaster is permitted access to any portion of the Engagement (including any move-in or move-out, any rehearsal or any performance). Any such access shall be for the sole purpose of taping promotional video of the Tour or the Engagement (with the specific elements available for taping to be determined by WWD). The length of the broadcast of such video shall be three minutes or less (except to the extent WWD determines otherwise).

4. Financial Terms

4.1 Box Office Statements and Statements Regarding Advertising.

- (a) Venue shall provide to WWD copies of advance sales reports on at least a thrice-weekly basis upon commencement of ticket sales for the Engagement.
- (b) Venue shall provide to WWD a comprehensive statement of all of Venue's advertising expenditures hereunder, which shall include an original and two copies of receipts for advertising expenditures, tear sheets, notarized affidavits of performance, insertion orders and any other item that WWD reasonably requests. Venue shall provide such statement (along with such other accompanying materials) no later than three business days before the day of the last performance of the Engagement.
- (c) Venue shall provide to WWD Venue's box office statements and preliminary settlement statement within two hours following the conclusion of each performance of the Engagement.

- 4.2 **Review of Records and Statements.** WWD shall have the right to review Venue's financial records associated with the Engagement. Such review also may be conducted by a certified public accountant of WWD. Such review shall be conducted following reasonable notice during normal business hours at Venue's primary office.

- 4.3 **Settlement.** A WWD accounting representative will review settlement documents to determine WWD compensation. Compensation will be defined, but not limited to, guarantee (if any), overage (or portion of shared equity), production fee and royalties. All monies to be wired to the account below:

Commerce Bank
317 Madison Ave.
New York, NY 10017

5. Indemnification

- 5.1 **Venue's Obligations.** Venue shall indemnify, defend and hold harmless WWD and WWD's Affiliates and each of WWD's and such Affiliate's officers, directors, owners,

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Subject to the terms defined in Section 5.2 of this Agreement, ~~the~~ ^{we} shall also indemnify, defend and hold harmless Venue and Venue's ~~Affiliates~~ ^{employees and agents} from any act or omission, mechanical failure or mechanical malfunction of the ~~Diagnoses~~ ^{WWD Tour} ~~who, in the case of this Agreement, are the performers for the Engagements~~ ^{8/21/2008}

of the PRODUCER

employees and agents, from and against all expenses, damages, claims, suits, actions and expenses (including reasonable outside attorney fees and expenses) to the extent arising out of or related to (a) Venue's breach of this Agreement or (b) any act or omission of Venue, or of any person acting for or on behalf of Venue, in connection with the Engagement.

5.2 WWD's Obligations. WWD shall indemnify, defend and hold harmless Venue and Venue's Affiliates and each of Venue's and such Affiliate's officers, directors, owners, employees and agents from and against all expenses, damages, claims, suits, actions and expenses (including reasonable outside attorney fees and expenses) to the extent arising out of or related to (a) WWD's breach of this Agreement or (b) any act or omission of WWD, or any person acting for or on behalf of WWD, in connection with the Engagement.

6. General Provisions

6.1 Notices. All notices and other communications required hereunder shall be in writing and deemed given if and when delivered personally, mailed by registered or certified mail (with return receipt requested) or sent by a nationally recognized overnight delivery service, in each case if the providing Party obtains written confirmation of receipt, to the applicable address stated below for the recipient Party (or to such other address for a Party as is specified by such Party pursuant to this Section).

If to Venue: Ron Van De Veen
120 Center
50 State Route 120
East Rutherford, NJ 07073

If to WWD: CREATURE PRODUCTION COMPANY LLC
1650 Broadway
Suite 800
New York, NY 10019

6.2 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, United States, without giving effect to principles of conflicts of law.

6.3 Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire Agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, representations, warranties and understandings of the Parties regarding such subject matter. Except to the extent expressly contemplated herein, no waiver or supplement, modification or amendment hereof shall be binding unless expressed as such and executed in writing by both Parties. No waiver of any term hereof shall be a waiver of any other term, nor shall any such waiver constitute a continuing waiver beyond its stated parameters. Failure to enforce strict compliance with any term hereof shall not be a waiver of, or estoppel regarding, the existing or any subsequent failure to comply.

6.4 Severability. If any term hereof is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other terms hereof shall nevertheless remain in full force and effect, and such term shall be amended so that it is valid, legal and enforceable to the maximum extent permitted by applicable law, but as close to the Parties' original intent as is permissible.

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- 6.5 **Assignment.** Neither this Agreement nor any right or obligation hereunder shall be assigned, delegated or otherwise transferred (by operation of law or otherwise) by either Party without the prior written consent of the other Party (such consent not to be unreasonably withheld). This Agreement shall be binding on and shall inure to the benefit of the permitted successors, delegates and assigns of the respective Parties. Any purported assignment, delegation or transfer not permitted by this Section shall be void.
- 6.6 **Relationship of the Parties.** This Agreement establishes an independent contractor relationship between the Parties (and not a partnership, joint venture or other association). Neither Party has the authority to bind or obligate the other. Nothing herein, express or implied, gives any right or remedy under or by reason of this Agreement to any person other than the Parties and their permitted successors and assigns.
- 6.7 **Force Majeure Event.** If the performance of any of the terms hereof (other than the payment of monies) is frustrated, delayed or prevented because of proper compliance with any law, decree or order of any governmental agency or authority, or because of riot, war, public disturbance, strike, lockout, differences with workers, fire, flood, act of God or any other reason that is not within the reasonable control of the Party whose performance is interfered with and which in the case of each of the foregoing, by the exercise of reasonable diligence or efforts, such Party is unable to prevent (a "Force Majeure Event"), then such Party whose performance is so interfered with may, at its option, suspend such affected performance (other than the payment of monies) while (but for only so long as) such Force Majeure Event continues to be the cause of such interference and such Party continues to use its commercially reasonable efforts to fully perform, whenever and to whatever extent reasonably practicable under the circumstances (including through the use of alternate sources or dates, workaround plans or other means).
- 6.8 **Certain Other Interpretations.** Except as may be otherwise expressly stated herein: (a) the headings herein are for convenience only and shall not affect the meaning or construction of any term hereof; (b) the singular includes the plural and vice versa; (c) "or" means "and/or" and "any" means "any or all"; (d) "include" and "including" and variations thereof are deemed to be followed by "without limitation"; (e) the term "person" includes any individual, trust, corporation, partnership, limited liability company, joint venture, other business association or entity, court or other tribunal, government or governmental body, division, agency or other governmental unit; (f) the words "hereby" and "hereunder" and variations thereof refer to this Agreement as a whole and not merely to the specific section or clause in which any such word appears; (g) "Affiliate" means, with respect to any particular person, any other person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such person, whether by ownership or control of voting securities, by contract or otherwise; (h) references herein to a Section are to a section of this Agreement; (i) all dollar amounts are expressed in the currency referred to in the contract. — United States currency shall apply to the Engagement(s).
- 6.9 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

MARKS

WWD Tour
8/21/2008

Per WWD Style Guide provided to Venue separately

North America Rider
TECHNICAL REQUIREMENTS

VENUE TO SUPPLY AND PROVIDE THE FOLLOWING:

1. PERMITS AND RESTRICTIONS:

The local Venue must inform Walking With Dinosaur's Production Manager of any legal or facility restrictions, limitations, codes or ordinances which could prevent any of the WWD Tour's production requirements from being carried out.

2. FACILITY ACCESS:

The WWD Tour will require complete and clear access to the venue from 8am on *the day prior* to the first show day. If there are special circumstances that require the production to have longer venue access this will be discussed by WWD's Production Manager in advance. This access must include all of the venue's facilities relevant to the production; specifically power, floor access, parking, dressing rooms and offices.

3. VENUE REPRESENTATION:

A representative of the Venue with the power to make decisions must be on site for all working hours, beginning with the stage load-in, through the show and until the stage load-out.

4. RUNNERS:

During the production load in and on show day(s), there will be two (2) runners each with a valid driver's license, and a 15-passenger van each, working knowledge of the area and common sense. Both runners and their vans are to report to the production office under the supervision of the Production Coordinator. These runners and vans will be used as ground transportation for touring staff to and from the hotel and venue as well as to purchase and locate items needed by the tour.

5. PRODUCTION OFFICES/ROOMS AND PHONES:

All production offices will be clean and lockable with adequate lighting, electrical outlets, waste cans and furnishings. Production will be carrying their own phone instruments. Please have phone jacks marked with correct numbers prior to arrival and have keys available and presented to the Production Coordinator upon arrival at load in. Thank you.

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- A. WWD Tour Production: One large office for WWD Production use only. This office should have two (2) phone lines, one (1) fax line and one (1) high speed internet line. These phones are to be direct dial. The Production office should also have three (3) 8' banquet tables, twelve (12) chairs, clean trash receptacles, and proper heating/air conditioning. This office must be clean and ready for use on the production load-in through the end of the production load-out. This office should be located as near to the stage area as possible.
- B. WWD Management/Accounting: One office for sole use of WWD Management and the Accountant. This office should have (1) phone line and one (1) high speed internet line. This office should be clean and ready to use from the production load-in through to the end of the production load-out. It should also have two (2) 8' banquet tables, six (6) chairs, clean trash receptacles and proper heating/air conditioning.
- C. WWD Crew Room: One large room for use by the WWD crew members, this office should have one high speed internet line. This room should be clean and ready to use from the production load-in through to the end of the production load out. It should have two (2) 8' banquet tables, at least six (6) chairs and clean trash receptacles.

6. DRESSING ROOMS/DINO ROOMS:

7. GROUND TRANSPORTATION:

- A. Crew airport transportation: In cities where the crew arrives by air we will need transportation from the airport to the hotel and back to the airport for the tour crew and management. The normal requirement will be two (2) 40-passenger buses for the pick-up at the airport and for the return to the airport from the hotel. These two buses will also be used to transport all the luggage.
- B. Crew venue transportation: This tour is not using tour buses; therefore we will be using the two 15-passenger vans and the runners as mentioned above for transportation for the WWD tour members to go back and forth from the hotel for the venue on each show and production day. The daily schedule for ground transport will be advanced and finalized with the tour Production Coordinator well in advance.

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8. CATERING:

A. WWD Tour Catering:

Regular production catering will be arranged through the local caterer.

Please see separate WWD Catering file for specific details on numbers and meals.

9. LOCAL LABOR CALLS:

All Crew Calls will be advanced by the WWD Production Manager. Please refer to the separate WWD Labor Calls spreadsheet. This spreadsheet is for example only and will change venue to venue. All final calls must be approved by the WWD Production Manager. Tour will provide three (3) camera operators and the venue will pay them 100USD per person per show payable to the WWD Company Manager in cash at settlement.

10. FLOORING AND ACCESS:

At production load-in the WWD Tour will require the entire arena floor to be completely clear and free of chairs and bleachers. The entire arena floor is used by the production for this performance and no seating will be required on the arena floor at any time.

WWD Tour is traveling with its own custom floor system which is essential to the proper functioning of the dinosaurs. WWD requires a completely smooth surface on which to place the touring floor system. If the venue has an ice sheet in place it will need to be covered by the house ice cover in advance to WWD load in.

BLACKOUT BEHIND THE STAGE: All floor lights, seating light, vom lights, vendor lights, windows, etc. **MUST BE BLACKED OUT** behind the stage for every performance. This is essential to the production. It is suggested by production that the venue hang a blackout curtain that is at minimum 100ft wide and 40 ft tall behind the stage. All retractable seating must be covered in a black or dark cloth – all light leaks must be covered – we need to be able to achieve a total blackout at anytime of day.

PLEASE NOTE: any gaps or draining systems that lie beyond the ice sheet must also be covered and completely smooth and level to within four (4) feet of the retracted seats in the 'backstage' area (behind the curtain). Please refer to the separate WWD Flooring Diagram – this will be of great assistance in understanding the tour requirements in regard to the floor.

11. MIX POSITION:

Venue to provide all mix platforms. Please see WWD Sightlines diagram for approximate placement and dimensions.

The mixer position placements will be determined by the Production Manager in advance as to where the positions will obstruct the least amount of seats. As the arena floor is all performance area the mix positions will be placed in seating areas on the performance end of the arena. Placement to be advanced prior to on sale with WWD Production Manager.

The dimensions of the mix positions are as follows:

Sound and Lights Platform – 24' wide x four (4) rows deep

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Puppeteer Area/Box - 24' wide x four (4) rows deep - the puppetry area is a black curtained 'box' that the tour will carry. It stands about six (6') in height.

There are 4 additional platforms required that are shown on the floor diagram backstage of the curtain line SL and SR and they will be confirmed with the production manager during his advance.

SL and SR Floor Production Platform
4 ft out from the seats and 24ft wide by 8ft deep by 1ft high

SL and SR Upper Prod platform
Leveled in the first section of seats directly behind the floor platform - 16ft wide by 8ft deep

12. FORKLIFTS and EQUIPMENT:

Forklift calls are venue sensitive and should be confirmed with WWD Production Manager.

The following forklifts are required from load in through to the stage out:

Two (2) Forklifts if venue has loading docks - Both must be of an 5,000 Lb capacity

Three (3) Forklifts if venue has no loading dock - One forklift must be of an 8-ton capacity and have 6' fork blades

PLEASE NOTE: In venues that have no loading docks we may require the venue to build a temporary loading dock out of house staging supplies that measures 48 feet in length by 12 feet wide, by 36 inches high. Must be able to support 5 tons spread over 12 casters. This is due to the immense size and construction of some of the larger dinosaurs. This will be advanced in detail with the WWD Production Manager.

Adequate fuel must be supplied for all forks for the entire work period. All machinery must be in excellent working condition and on site before the crew calls. We will also require phone numbers of the forklift company for emergency services 24 hours a day including weekends.

Telescoping boom lift:

We will require one boom lift able to reach a height of 24 feet and telescope out 6 feet with a bucket to hold 2 people comfortably for the entire time we are in the venue.

SCISSOR LIFT

Must have a platform 4ft wide and able to accommodate 2 people comfortably numb. Must reach a height of 24ft and must be available from load in to load out of the venue

CONSUMABLE REQUIREMENTS for the Week

2 x Ar/CO2 gas combo mild steel welding gas bottles (100lbs)

3 x 10 cu m CO2 gas bottles - food grade

2 x 200Kilo Dewar Tanks of LIQUID Co2 fog effect (must be changed every 4 performances)

13. POWER REQUIREMENTS:

The WWD Tour will **NOT** be carrying a generator/power package.

The venue will be responsible for supplying all necessary power for catering, dressing rooms, offices, etc.

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Following are the electrical requirements for this show:

All power must be 120/208v 3-phase, five (5) wire, grounded neutral.

Lighting Service	Five (5) 400 amp per phase services x 3 phase each
Sound Service	One (1) 200amp per phase service x 3 phase
Video Service	One (1) 200 amps per phase service x 3 phase
Rigging Power	One (1) 200 amp service per phase x 3 phase
Dino Power	One (1) 100 amp service per phase x 3 phase
Effects Power	One (1) 200 amps per phase x 3 phase

Please inform production if these power requirements are a problem in your venue

14. BARRICADE:

Venue to provide all barricade, if needed, for the sound/light platform and puppeteer positions – bike rack is acceptable.

15. ADDITIONAL EQUIPMENT:

- A. Large first aid kit for local stagehands. Production will carry their own medical kit.
- B. Six (6) large, clean trash barrels and liners in stage area. Placement to be confirmed by WWD Stage Manager.
- C. Towels – These towels shall be clean and available at the start of each show day.
20 - White bath sized towels for use backstage

16. PARKING:

A secured parking compound will be required within the immediate backstage area. The parking area should have enough room for the following vehicles:

- A. Twenty-six (26) production tractors and trailers
- B. Two (2) 15-passenger vans
- C. One (1) merchandise truck
- D. Two (2) regular sized rental cars

Any necessary parking permits that will allow unimpeded access for the above must be provided by the Venue/facility. The above parking areas must have 24 hour access from the stage load-in through the stage load-out. This area must also have 24-hour security during this time period.

17. RADIOS:

The Venue will provide one Venue radio for the WWD Tour production personnel to communicate with the Venue staff. This radio is to be available from the load in until the end of the load-out.

18. HOUSE LIGHTS:

The WWD Tour Production Manager shall control the cueing of the house lights in relation to the WWD performance. Venue will make arrangements for all lights not required by the local safety ordinances to

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be turned off during the performance. This especially applies to clocks, scoreboards, advertising and concessions.

19. DOORS OPENING:

Doors will not be opened to the public until permission is given by WWD Production Manager.

20. SECURITY:

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WWD CATERING RIDER 2008:

Please direct any catering related questions to the Production Coordinator
for the tour.

**WE WOULD APPRECIATE IT IF YOU COULD HAVE SIGNS VISABLY POSTED FROM CREW
ENTRANCE TO CATERING ROOM PRIOR TO OUR ARRIVAL.**

IMPORTANT NOTES: Catering is provided at the buildings expense and the WWD tour, will do their very best to keep all costs within reason
and the budget in line.

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DRINK STATIONS:

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#0309 P.026 /Q48

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MEAL GUIDELINES:

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HUXLEY DRESSING ROOM:

SUIT PERFORMERS DRESSING ROOM:

ACCOUNTING / MANAGEMENT:

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8/21/2008**Walking With Dinosaurs – North American Tour
Merchandise Rider****1. Merchandise Fees**

Merchandise	20% - Venue
DVD / Audio	15% - Venue
Licensed	20% - Venue

2. Merchandise Company

IVS (USA) LLC is the Official Merchandise Management Company for Walking with Dinosaurs – The Live Experience. Prior to the commencement of the shows the relevant contacts at the venue will be provided with a full list of merchandise and prices, of the range that will be sold at the event. The contact for IVS (USA) LLC is Jesal Patel, who can be contacted via e-mail to jesal.patel@ivsgroupltd.com to arrange the advancing of the merchandise operation for the tour.

3. Venue Merchandise Operation

In order to maximize sales and insure an efficient operation we suggest the following to be completed:

- Stands should be wider than 5 meters and placed in good visible locations close to public entrances
- Programme stands and hawkers are required to sell programmes and primary items
- Hawkers will be required to walk through the auditorium and provide an 'in-seat' service to patrons
- More mobile sellers are required than numbers used on music shows due to the nature of the show, especially during the interval
- In addition, to the vendors outlined below, we suggest 3 staff are required to run the merchandise operation, i.e. a Venue merchandise manager, to liaise with IVS road manager, a stock controller and a stock runner.

4. Vendor requirements

For attendance of 1000, we suggest a minimum of:

- 2 stands 4 stand vendors
- 2 mobile stands 2 mobile stand staff
- 1 hawkers

For attendance over 1000 it is the same as above plus:

- An extra one seller on stands per 500 patrons
- An extra one hawker/program seller per 500 patrons

We require extra staff on the weekend shows due to the increased volume of sales on these shows.

Please see Appendix 1 for staffing levels suggested and number of stands and vendors we recommend.

5. Lead-In

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The stock count is to take place the day before the first show as there will not be sufficient time to do this on the day of the show. The venue will receive enough stock to last the majority of the shows with stock re-issuing when required. Due to the quantity and the size of the items a large secure storage room of the size of 1/3 of a semi will be required to hold product.

6. Setup and display

- Venue to have sufficient space to have one main stand located at the main entrance that will hold and display all merchandise lines
- Subsequent stands, with less display space, are accepted to reduce stock to the core range
- Product displays need to be tidy and everything should be easily seen on the display unit
- All prices need to be clearly marked
- All vendors must be aware of the product range prior to doors
- All stands should be operational and all vendors in positions 30 minutes prior to doors

7. Sales Figures

The Venue Merchandise Manager is expected to supply the Road Manager with a daily cash figure. Due to multiple shows the Venue Merchandise Manager needs to monitor stock levels and request additional items from the Merchandise Road Manager, well ahead of running out of product.

8. Credit Cards

Credit Card Machines must be available on all stands and should be able to accept all major cards.

9. Invoicing

The venue will invoice IVS (USA) LLC, 1990 Main Street, Suite 801, Sarasota, FL 34236 for all fees deducted.

10. Local Taxes

All local taxes for the merchandise sales will be deducted and declared by the venue.

11. Payment

The balance due to IVS (USA) LLC needs to be wired into the IVS (USA) LLC bank account the next business day following the final show.

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Appendix 1

- Stands

SUGGESTED NO. OF STANDS AND STAND VENDORS			
Attendance per show	Number of Stands	No. of Vendors (Weekdays)	No. of Vendors (Weekends)
up to 2500	2	4-6	6
2501-5000	3	9-12	12
over 5000	min of 4	12-16	16

- Hawkers

SUGGESTED NO. OF HAWKERS		
Attendance per show	No of Mobile Stands	Roaming Hawkers
up to 1000	2	1
up to 2000	2	2
up to 3000	3	3
up to 4000	3	5
over 5000	4	6

- Operational Crew

SUGGESTED NO. OF OPERATIONAL CREW	
Manager	1
Stock Controller	1

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Stock Runner 1

IN WITNESS WHEREOF, each Party has duly entered into this Agreement, effective as of the date first written above.

CREATURE PRODUCTION COMPANY LLC

By: [Signature]
Title: General Manager

Buyer: New Jersey Sports & Exposition Authority

By: [Signature]
Title: Executive Vice President
James R. Minish

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Mastor Crew Calls

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Call Time	8:00 am	9:00 am	10:00 am	1:00 pm	10:00 am	1:00 pm	6:30 pm
Down Time							6:00 pm
Show Time						2:00 pm	7:00 pm
Call	Lay the floor	Mark The floor	Rigging Call	Add	Cliff Back	Tech Rehearsal	Show Call
Crew Boss	1				1		
Fork Drivers	2						
Slagchairs	15			20	4		
Truck Loaders	8						
Truck Rigger		1					
Climbing Riggers			10				
Ground Riggers			4				
Electrician	1				1		
Camera Person (we provide Building Pays)						3	3
Large Spot Operators						4	4
Total Personnel	30	1	20	30	6	7	7
Total Hours Today For Person	12	8	6	7	8	5	4
Total Man Hours To Date	340	8	120	210	48	27	28

Prepared by Yule Enay

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Master Crew Calls

Day	Thursday	Thursday	Friday	Friday	Saturday	Saturday	Saturday
Date							
Call In	8:50 pm	6:30 pm	5:30 pm	6:30 pm	8:30 am	11:50 am	1:30 pm
Drop Time		6:50 pm		6:00 pm		10:00 am	
Show Time		7:30 pm		7:00 pm		11:00 am	
Call	Call Back	Show Call	Call Back	Show Call	Call Back	Show Call	Call Back
Crew Boss	1		1		1		1
Rock Drivers							
Stagehands	4		4		4		4
Truck Loaders							
Head Rigger							
Climbing Riggers							
Ground Riggers							
Electrician	1		1		1		1
Camera Person (w/ provide Building Pays)		5		3		3	
Tower Spot Operators		4		4		4	
Total Personnel	6	7	5	7	6	7	6
Total Hours Today Per Person	6	4	5	4	6	4	4
Total Man Hours To Date	30	28	25	28	30	28	24

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Master Crew Calls

Day	Saturday	Saturday	Saturday	Sunday	Sunday	Sunday	Sunday
Date							
Call Time	2:30 pm	5:50 pm	6:30 pm	11:30 pm	12:30 pm	3:30 pm	4:30 pm
Door Time	2:00 pm		6:00 pm		Noon		4:00 pm
Show Time	3:00 pm		7:00 pm		1:00 pm		5:00 pm
Call	Show Call	Call Back	Show Call	Call Back	Show Call	Call Back	Show Call
Crew Boss		1		1		1	
Fork Drivers							
Stagehands		4		4		4	
Truck Loaders							
Head Rigger							
Climbing Riggers							
Ground Riggers							
Electrician		1		1		1	
Camera Person (we provide Building Fees)	3		3		3		3
Truss Spot Operators	4		4		4		4
Total Personnel	7	6	7	6	7	6	7
Total Hours Today Per Person	4	5	4	5	4	5	4
Total Man Hours To Date	28	30	28	30	28	30	28

Prepared By John Berry

Master Crew Calls

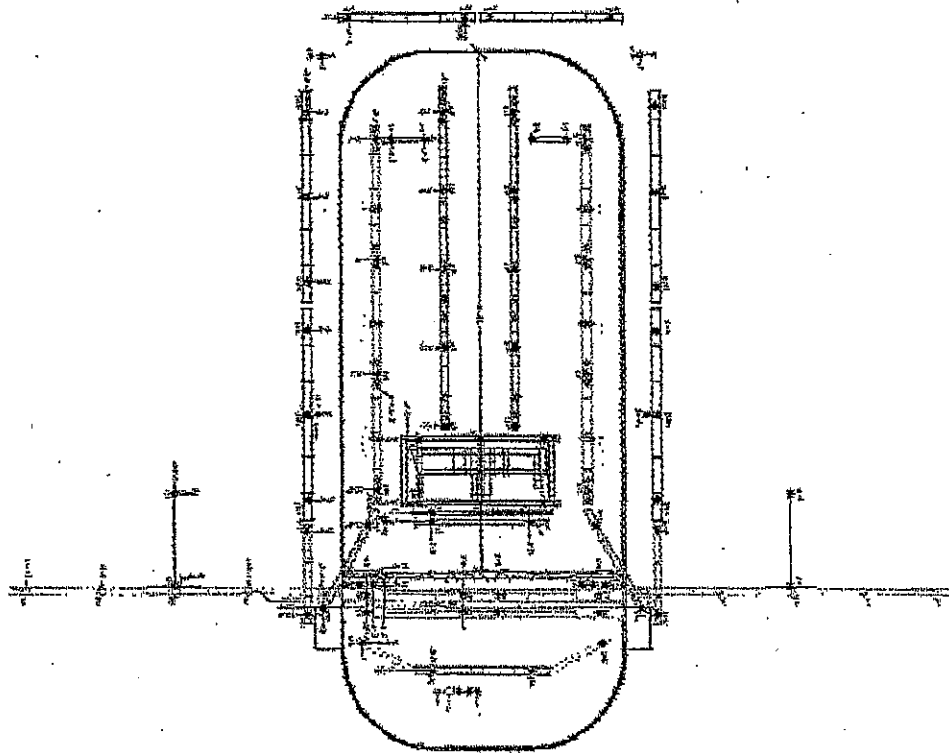
Day	Sunday	
Date		
Call Time	6:30 pm	
Door Time		
Show Time		
Call	total number of crew for	Total Hours
Crew Boss	1	
Fork Drivers	3	
Stagehands	50	
Truck Loaders	16	
Head Rigger	1	
Climbing Riggers	12	
Ground Riggers	4	
Electrician	1	
Camera Person (we provide Building Fees)		
Truss Spot Operators		
Total Personnel	96	
Total Hours Today Per Person	5	
Total Man Hours To Date	450	1702

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WADTON
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WWD RIG DIMENSIONS SUMMER 2007

Point		X	Y & -Y	Weight	Motor	
Description		From Datum	From Center	Lbs	size	Hook Height
Left	Right			Each		
Interior Grid Truss		Point				
gl1	gr1	127'6"	33'	3200	2T	80'
gl2	gr2	92'6"	33'	3400	2T	80'
gl3	gr3	59'6"	33'	3400	2T	80'
gl4	gr4	25'	33'	3200	2T	80'
gl5	gr5	107'6"	11'	1800	1T	80'
gl6	gr6	85'	11'	1700	1T	80'
gl7	gr7	62'6"	11'	1800	1T	80'
gl8	gr8	40'	11'	1800	1T	80'
gl9	gr9	17'6"	11'	1800	1T	80'
Perimeter Audience Truss						
swr1	swr1	128'6"	53'	1300	1T	80'
swr2	swr2	104'	53'	1550	1T	80'
swr3	swr3	80'	53'	1200	1T	80'
swr4	swr4	66'	53'	1300	1T	80'
swr5	swr5	41'6"	53'	1550	1T	80'
swr6	swr6	17'6"	53'	1200	1T	80'
swr7	swr7	- 10'	38'	1700	1T	80'
swr8	swr8	- 10'	4'	1200	1T	80'
Light Towers and P4 Audio						
lir1	lir1	153'	28'	1300	1T	70'
lir2	lir2	153'	38'6"	500	1T	70'
Upstage Lighting Vari Light Truss						
vl 1	vr1	132'	15'	1500	1T	70'
Cable Bridges and Picks						
cb1	cb1	161'	53'	1800	1T	70'
cb2	cb2	137'	53'	1100	1T	70'
cb3	cb3	164'	49'	1800	1T	70'
cb4	cb4	135'9"	34'6"	1100	1T	70'
cpl1	cpr1	1'	48'	200	1T	70'
cp2		134'6"	29'	250	1T	70'
Masking and Orni Mini Grid						
o1	o5	129'	17'6"	1050	1T	70'
o2	o6	111'	17'6"	1050	1T	70'
o3 center		111'	0'	1375	1T	70'
o4 center		129'	0'	1375	1T	70'
Video Projection and Audience Screens						
pl1	pr1	135'	15'	450	1T	70'
pl2	pr2	155'	94'6"	250	1/4T	40'
pl3	pr3	125'	82'6"	350	1/4T	40'
Teeth						
tl1	tr1	150'	12'	500	1T	70'
tl2	tr2	150'	37'	500	1T	70'
Iris Truss						
il1	ir1	156'	35'6"	800	1T	70'

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WWD RIG DIMENSIONS SUMMER 2007

r3	lr3	161'	35'6"	800	1T	70'
r2	lr2	156'	5'6"	1200	1T	70'
r4	lr4	161'	5'6"	1200	1T	70'
Sound						
sl1	sr1	19'	29'	500	1T	70'
sl2	sr2	19'	29'	500	1T	70'
Run Off Drape 80' SnF						
r1	rr1	155'	49'	200	BF	80'
r2	rr2	158'	71'6"	200	BF	80'
r3	rr3	155'	94'	200	BF	80'
r4	rr4	155'	116'6"	200	BF	80'
r5	rr5	155'	139'	200	BF	80'
Up Stage Blacks						
bl1	br1	168'	0', 32'	250	1T	70'
Dino Chain Hoists						
dh1	dh1	190'	25'	3000	2T	43'

Show Weight Each Side **58800**

Total Show weight For Both Sides 114600 Lbs

Minimum height between floor and beams 70 feet as long as there is no less than 12 feet between beams in the grid. Grid must also cover full production area. If building is nearing or does not meet these parameters please contact us for a building by building assessment.

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Please note that 1st 6 rows all the way around are killed

Please note in the section nearest the curtain line hold the first 10 rows in the complete

Section and then from Row 11 upwards hold the first 8 seats in from the curtain line

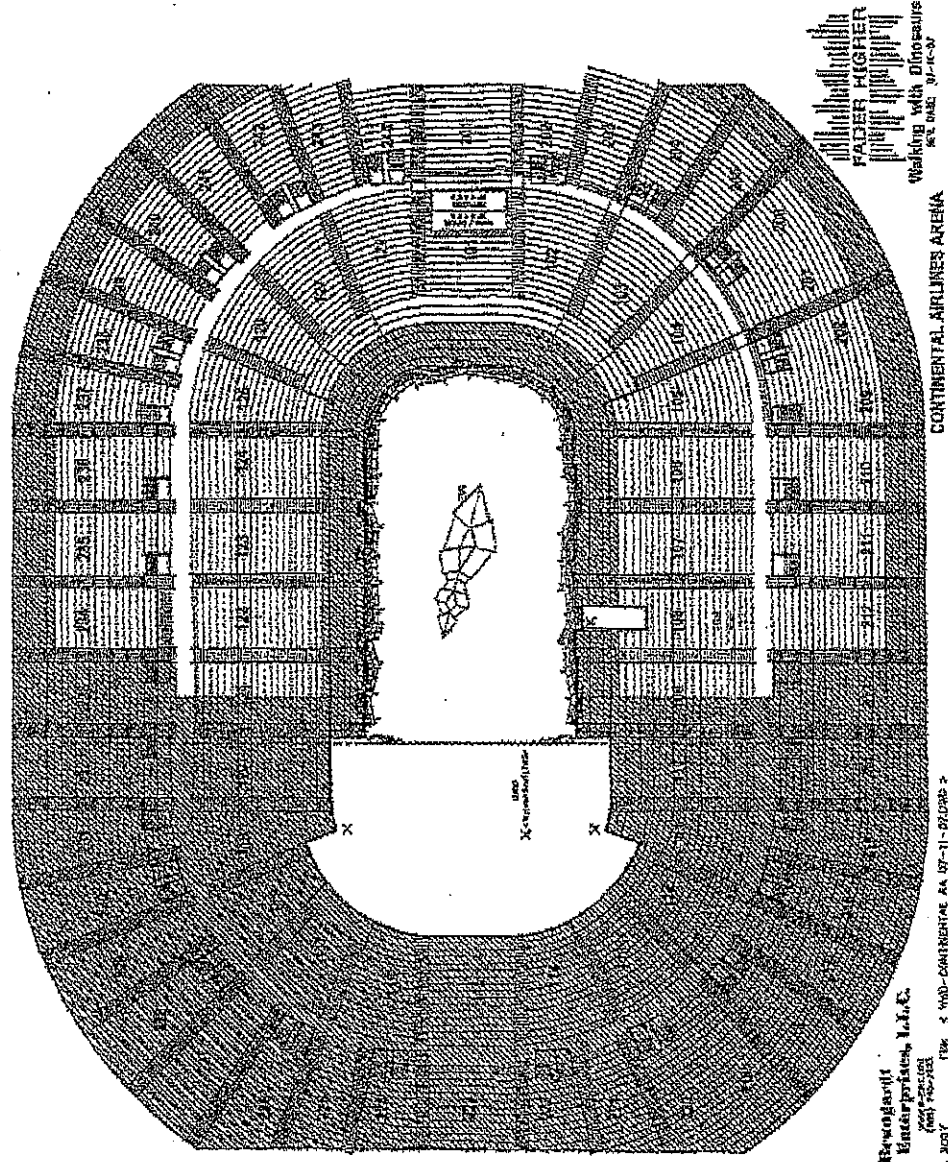
FLOOR DIAGRAM

This diagram is the size of the floor the tour is carrying
Each section of floor is 5Ft square

Also in this drawing is an example of the ideal position of the FOH control this can either go one behind the other or side by side

Please see photo for example

WYDfour
8/21/2008



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 Working with Dinosaurs

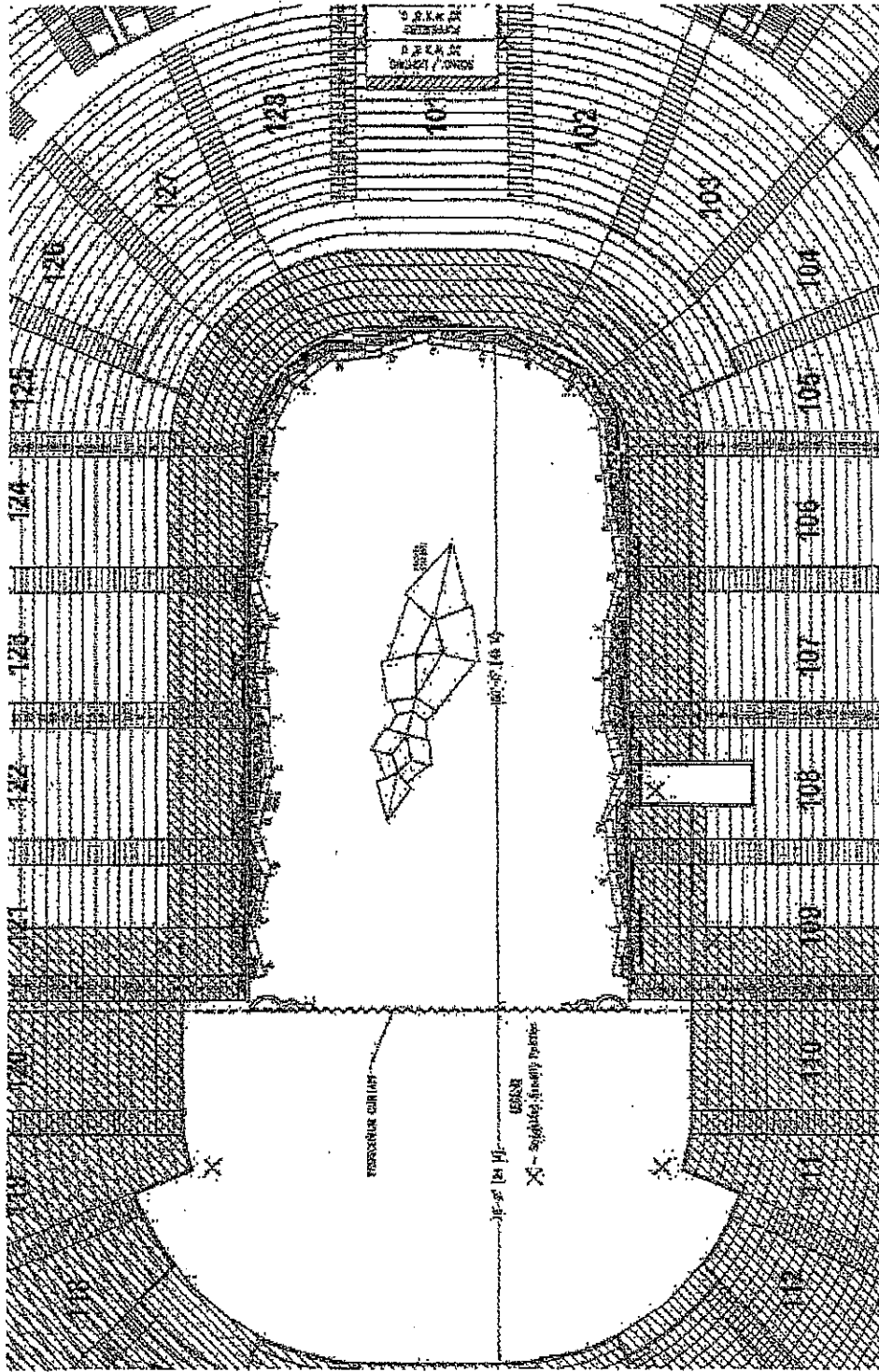
SEE OUR: 97-10-07

CONTINENTAL AIRLINES ARENA

H. H. Rowland
 Architects, L.L.C.
 (703) 782-7333
 Date: July 31, 2007

FILE # WAD-COMMERCE AA 07-11-01.DWG >

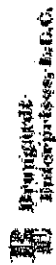
WWDYTour
8/21/2008





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 Walking with Dinosaurs
 NEW YORK, NY 10018

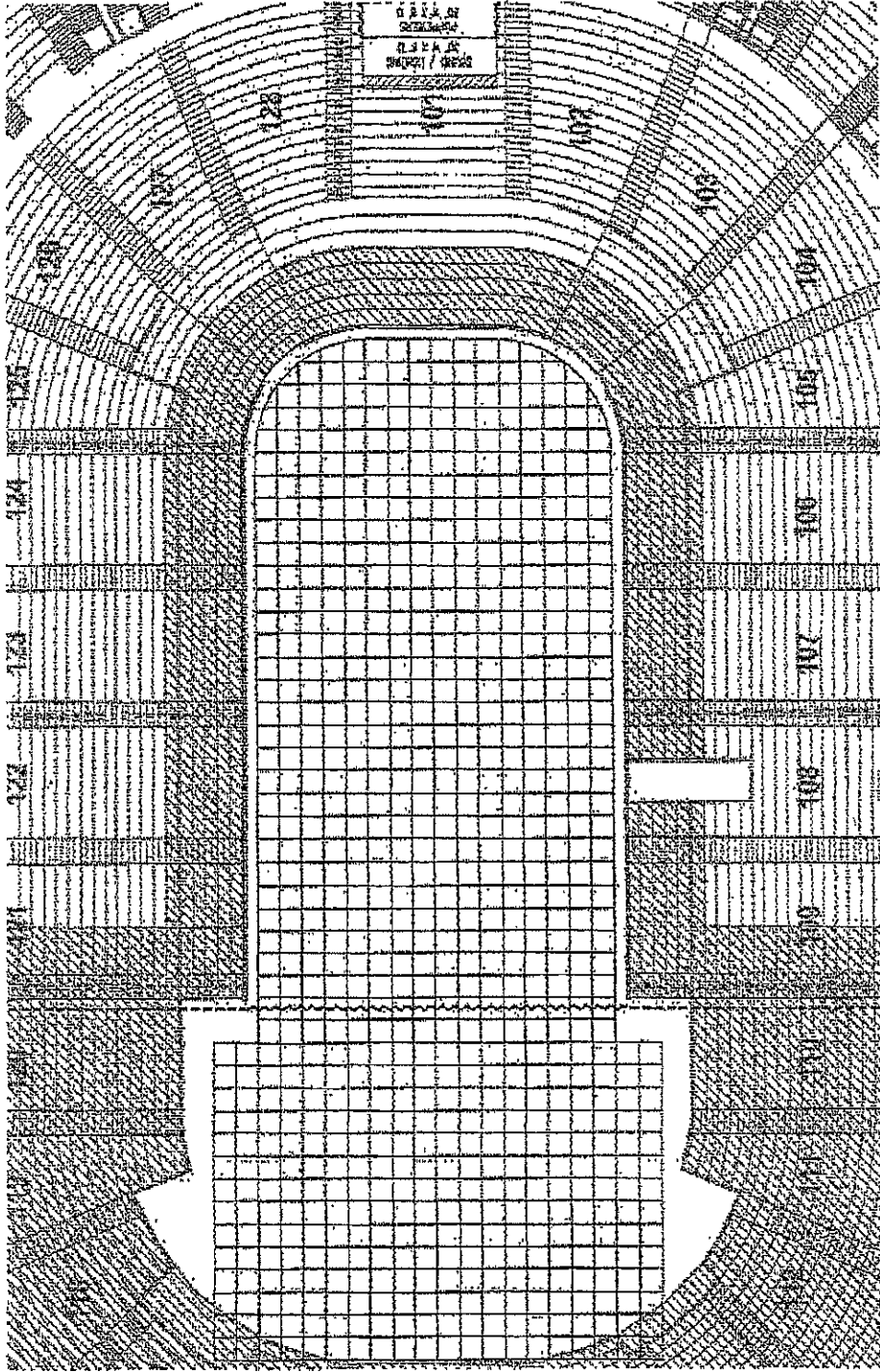
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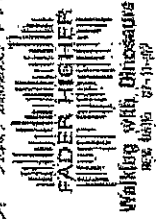


HOK
 HOK Companies, L.P.
 200 West 25th Street
 New York, NY 10011

Date: July 11, 2007
 Project: CONTINENTAL AIRLINES ARENA
 32

VWDJ cut
8/21/2008



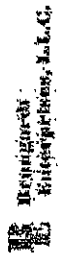


 FADER HIGHER

 Walking with Dinosaurs

 next to the 100-128

CONTINENTAL AIRLINES ARENA



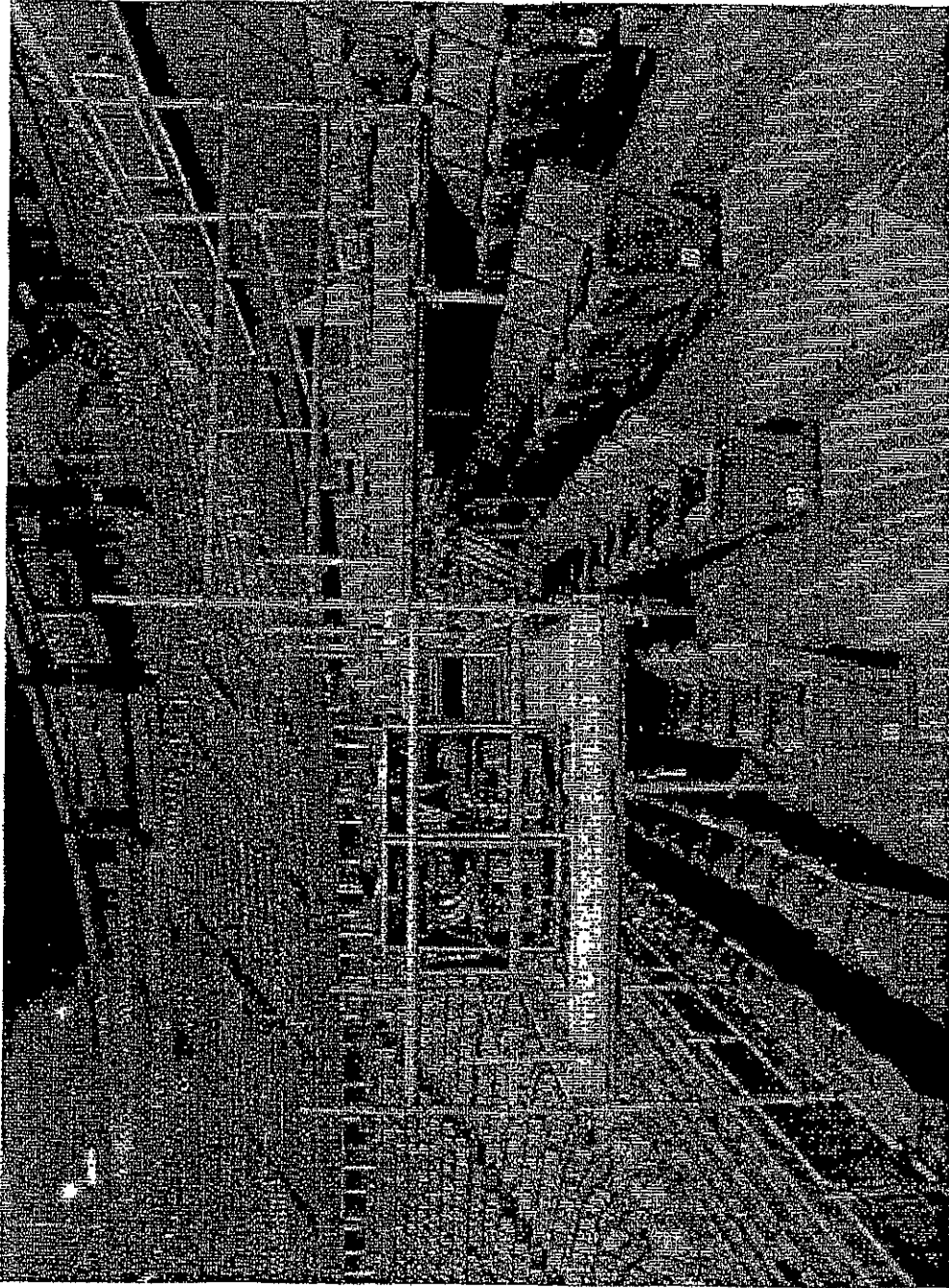
 Continental Airlines, L.L.C.

 10000 Continental Drive

 Atlanta, GA 30354

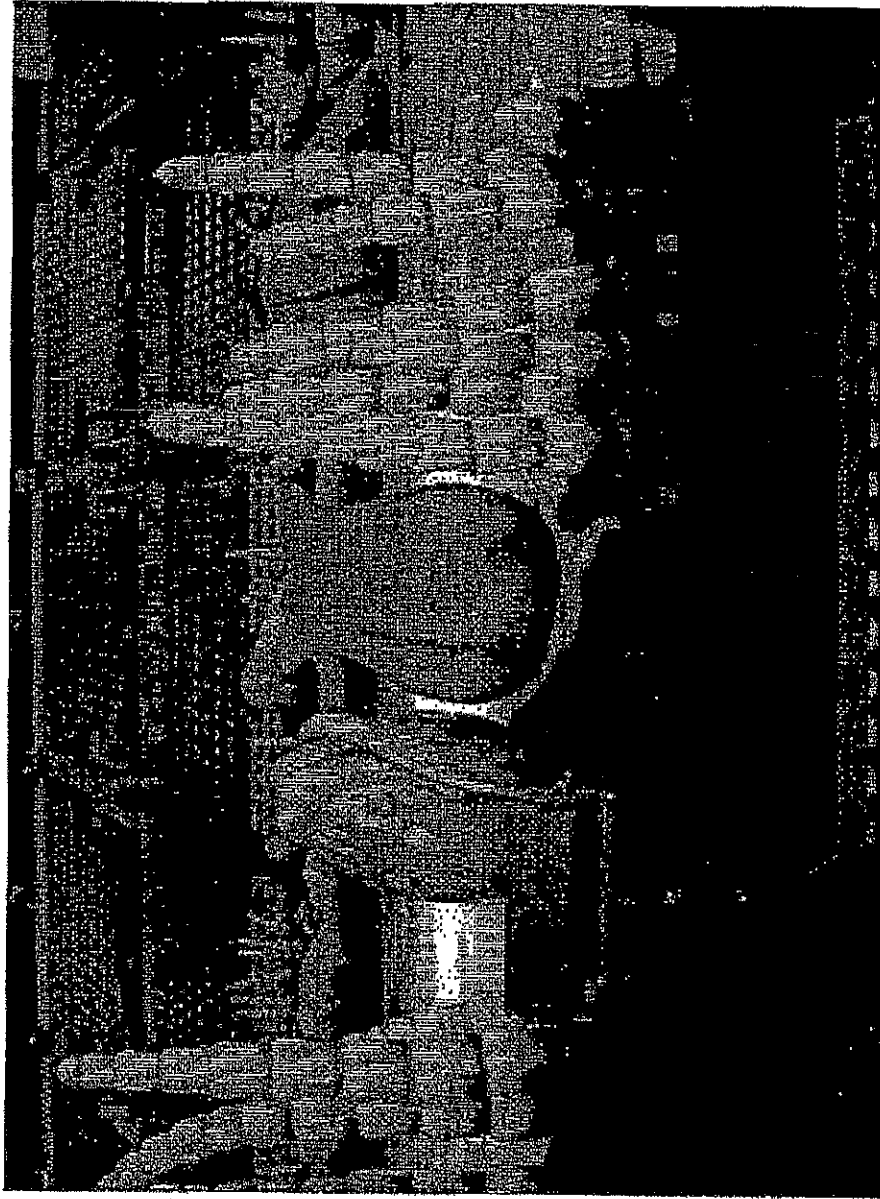
Date: July 11, 2007 File: 4-0309-CONTINENTAL_AA_BY-HI-ORUNG *

WWDTour
8/21/2008



WVDFour
8/21/2008

View from Row 6, approximately 1 meter from the floor:

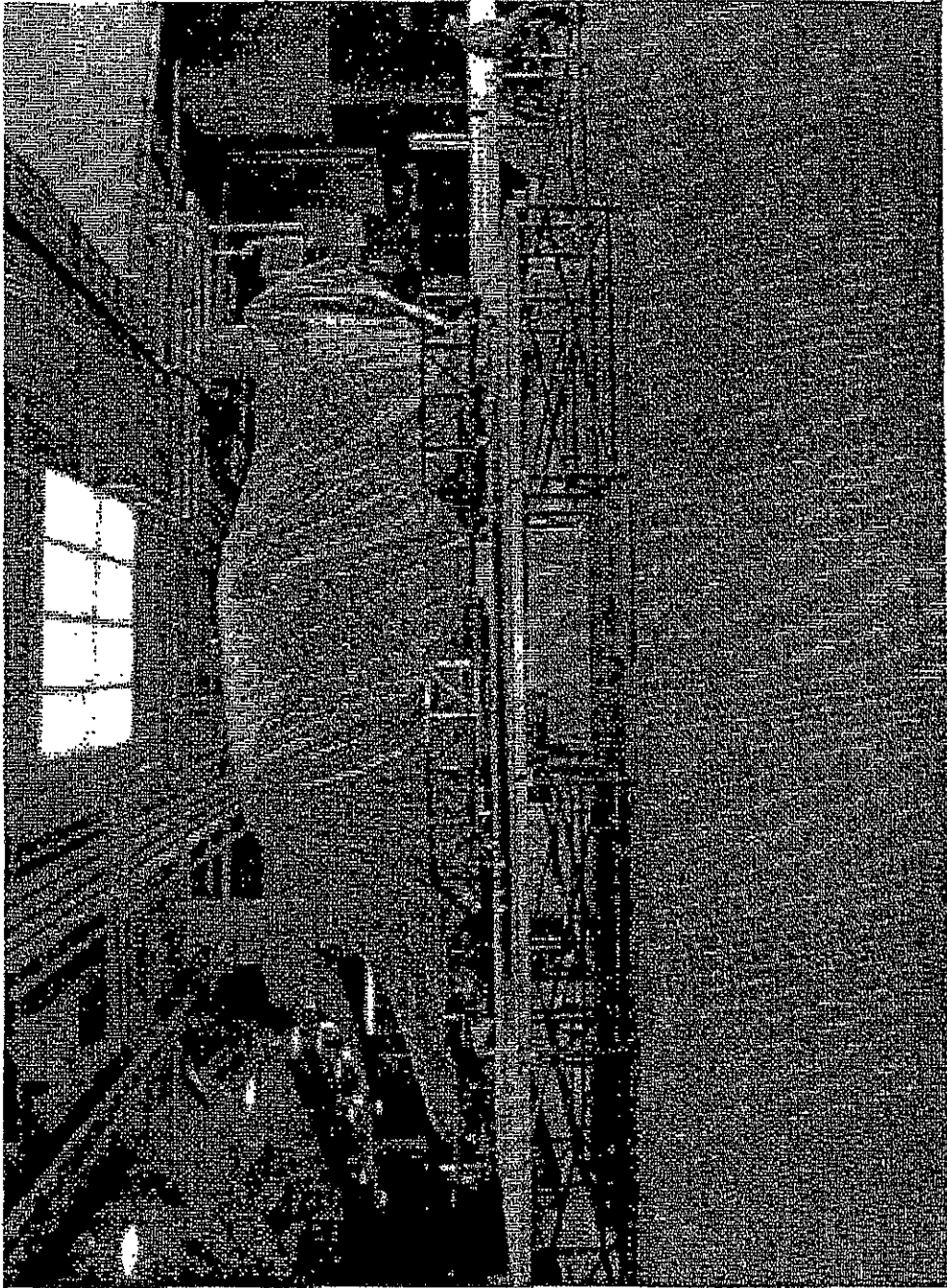


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Views of the house supplied loading docks.



WWD/our
8/21/2008



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The WWD Tour Rider shall be amended, by adding the following to section 5.2
'WWD's Obligations':

Subject to the terms defined in section 5.2 of this agreement, producer shall also indemnify, defend and hold harmless venue and venue's affiliates from any act or omission, mechanical failure or mechanical malfunction of the Dinosaurs, which directly results from the sole negligent acts of producer or its employees, in the case of this agreement, are the performers of this engagement.

Agreed by:

Creature Production Company

Jim Brandeberry: 

Title: General Manager

Date: 10-07-09

Venue

James R. Minish: 

Title: Executive Vice President

Date: 10-07-08

*Arena Touring & Operations
5885 Kanaw Road
Agoura Hills, CA 91301*

RE: Walking with Dinosaurs - The Live Experience
ATO Deal Memo

Dear Matt:

Please read this carefully. These terms must be agreed to prior to your dates being confirmed.

As you know, the traditional "assists" mechanism has been deleted. This is not applied to special projects such as Walking with Dinosaurs, Gymnastics, and further Arena Network initiated blocks of dates. As has been done in the past with Gymnastics, Bruce Springsteen solo, and Dolly Parton; "Walking With Dinosaurs; The Live Experience (WWDTL)" shall have the following program:

Arena Touring & Operations, LLC (a new and separate venture for projects like WWDTL) will be funding overhead for WWDTL. This will include but not be limited to: Tour Director(s), Marketing Director(s), office assistant(s), etc., basically whatever is necessary to manage this tour. Right now, we are managing this project (routing, marketing plans, etc.) effectively. This tour is a massive undertaking and dictates special attention. The reward potential for each arena is huge, and is proving to be true.

[REDACTED]

The contribution to overhead from the show in your building will be \$12,500 per market and is NOT subject to profitability, it will be required regardless. \$6,250 will need to be paid in advance and \$6,250 will be contributed by [REDACTED]. There is NO deposit to the show itself.

*final settlement
for the
engagements.*

B.A.

In addition, you will need to contribute to Arena Touring and Operations:

- \$1 per ticket sold between 20,000 (roughly b/e) and 30,000 plus
- \$.50 per ticket sold between 30,000 and 45,000 plus
- \$.25 per ticket sold over 45,000

This incentive system established with goal that you have reached profitability prior to paying incentives to ATO. Secondly it acknowledges ATO for bringing and implementing this deal to you, and helping to maximize its success. Any such proceeds will come solely from your share.

60% of this money will go into an ATO holding account for the purpose of a development fund for future projects and any previous obligations. Those who perform the best will contribute accordingly. If our group is ever disbanded, and funds are remaining, venues will get a pro rata share based on their contribution.

The remaining 40% will go to ATO to create a bonus pool for staff.

Please be sure you have Arena Touring & Operations named as additional insured on your insurance certificate for the show.

Within 48 hours post settlement, each venue will be responsible for providing to ATO:

- (1) Copy of External Settlement Sheet (with the show)
- (1) Copy of Final Ticket Audits
- (1) Copy of Applicable Customer Database
- (1) Copy of Sales report by Region

BT

These documents will be for internal office use only by ATO. The purpose of these requirements is to increase our knowledge of the revenue streams related to this show. Estimates will be acceptable for the Ancillary Income breakdowns. Customer Database is intended for future date sponsorship and marketing purposes, they will not be used without your permission. We can accurately forecast this and future shows' success and negotiate the best deal on your behalf based on this data.

These terms have been reviewed in advance. Non-Compliance with any of these terms may result in forfeiture of your engagement.

Agreed and accepted by

Greg R. Mitchell

(Venue and rep here)

Bradley

(ATO)

Let me know if you have any questions.

Bradley

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of September, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Janet Jackson Concert

Date: October 17, 2008

Time: 7:30 pm - 11:00 pm

Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 17th day of October, 2008 and to the 18th day of October, 2008 at 3:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. **ALL SEATING WILL BE RESERVED.**

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Janet Jackson
LL Cool J*

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

IF LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property-Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property-Damage Liability insurance maintained by the LICENSOR. A certificate of such Third Party Property-Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. COMPLIANCE WITH LAWS AND REGULATIONS

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. LICENSES AND PERMITS

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. INDEMNITY

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. LIEN

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 70/30 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSEE and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. WATER

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. PARKING

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. CREDENTIALS

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall he made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By Jason Miller
Jason Miller

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity - TBD

<u>Area</u>	<u>Price</u>
Floor	\$295.00
Floor/Lower Tier	\$129.75
Upper Tier	\$99.75
Upper Tier	\$79.75
Upper Tier	\$49.75

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

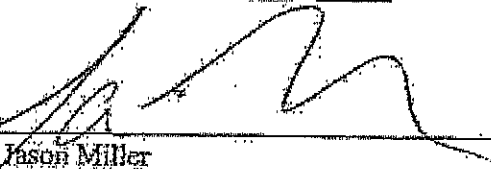
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By 
Jason Miller

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of October, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Lakewood Church, Inc., 3700 Southwest Freeway, Houston, TX 77027 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Joel Osteen Ministries

Date(s):	October 22, 2009 – Optional Event Date
	October 23, 2009 – Event Date
Time(s):	7:30 pm – 10:00 pm
Event Length(s):	2 ½ hours

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 23rd day of October, 2009 and to the 24th day of October, 2009 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

d. ALTERNATIVE TIME OF USE FOR OPTIONAL EVENT DAY: Notwithstanding the above, upon written notice from LICENSEE, LICENSOR may agree to provide the ARENA to LICENSEE commencing at 8:00 a.m. on the 22nd day of October, 2009 should LICENSEE decide to have an additional event on such date. It is understood that all terms of this Agreement shall apply should LICENSEE be decide to use the additional event date.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the following License Fee:

A) One day License Fee for 1 or 2 shows in the same day – October 23, 2009:
\$19,500 plus expenses when attendance (turnstile count) is less than 10,000
\$29,500 plus expenses when attendance (turnstile count) is between 10,000 – 14,999
\$39,500 plus expenses when attendance (turnstile count) is 15,000 or higher

B) Additional Event day License Fee – October 22, 2009:
\$9,750 plus expenses when attendance (turnstile count) is less than 10,000
\$14,750 plus expenses when attendance (turnstile count) is between 10,000 – 14,999
\$19,750 plus expenses when attendance (turnstile count) is 15,000 or higher

It is understood that should an event on October 22, 2009 take place, that the License Fee noted in part B above is in addition to the License Fee for part A above, which is the License Fee for October 23, 2009.

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation. Notwithstanding the foregoing, it is understood that the LICENSEE is a tax exempt organization and shall provide written evidence of such tax exempt status to LICENSOR 10 days prior to the event(s).

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

~~_____~~
In the event that there is no rail access to the Arena, for the Event LICENSEE will be entitled to a 50% discount on the Licensee Fee.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will also be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI/SESAC Music License Fees, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. Ticket Prices – TBD

e. The ticket price(s) shall include a \$3.00 facility fee, which the LICENSOR ~~will be entitled to retain.~~ The facility fee shall be split (after applicable taxes) between LICENSOR and LICENSEE as follows: 2/3 LICENSOR, 1/3 LICENSEE

- f. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- g. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.
- h. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats).
- i. Suite 121 shall be allocated to the LICENSEE.
- j. 25 complimentary tickets shall be allocated to the LICENSOR per event.
- k. 1200 complimentary tickets shall be allocated to Licensee per event.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Joel Osteen Ministries

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **LETTER OF CREDIT OR CASH ADVANCE – PAYMENT OF EXPENSES**

The LICENSEE shall post a non-refundable deposit of \$10,000 to LICENSOR upon contract signing but no later than November 19, 2008 and such non-refundable deposit shall be applied to the payment of the License Fee and Event Expenses as outlined within this Agreement.

Ten (10) business days prior to the Event (October 9, 2009), LICENSEE shall deliver to LICENSOR and unconditional, irrevocable standby letter of credit (the "Letter of Credit") in a form issued by an American financial institution acceptable to LICENSOR, naming LICENSOR, as beneficiary or alternatively, at LICENSEE'S election, a Cash Deposit, which Letter of Credit or Cash Deposit shall be the total of subtracting the total Gross Tickets Sales for the event(s) to date held by the ARENA Box Office (does not include any tickets taken on consignment) from a single show expense projection of \$101,246. For clarity, if Gross Ticket Sales (after applicable sales tax) equals \$75,000 (including the \$10,000 deposit) ten (10) business days (October 9, 2009) prior to the Event, LICENSEE shall post a Letter of Credit or Cash Deposit to LICENSOR in the amount of \$26,246. Should there be an additional event, the Gross Ticket Sales for both events shall go against a two-show expense projection of \$159,673. By its own terms, the Letter of Credit posted shall expire only upon the earlier of:

1) notification by LICENSOR – to the issuer of the Letter of Credit that LICENSOR has been paid and / or received the entire License Fees, expenses and reimbursements of the Agreement for which it was posted.

2) Ninety (90) days after the Event

10. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale

receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

11. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

12. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

13. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims

found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

14. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

15. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

16. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

17. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: LICENSEE shall be permitted to sell its own merchandise with no buyout due to LICENSOR or ARAMARK for such rights. All merchandise stand locations are subject to LICENSOR approval.

d. No alcohol or tobacco products will be sold during the event.

18. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

19. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege. Licensor hereby grants Licensee the right to record the event for archival purposes.

20. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

21. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

22. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

23. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

24. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

25. **PARKING**

Parking will be controlled and operated by the LICENSOR or its concessionaire, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR or its concessionaire.

26. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

27. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for

any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

28. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

29. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

30. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

31. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

32. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

33. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

34. **OPENING HOURS**

LICENSOR agrees to open doors for the Event(s) at 6:00pm.

35. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

36. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building. There will be no intermission during the event.

37. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement

date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

38. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

39. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

40. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any material covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

41. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

42. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

43. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

44. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

45. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

46. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

47. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought in regard to this Agreement must be filed in the State of New Jersey.

48. **RELATIONSHIP**

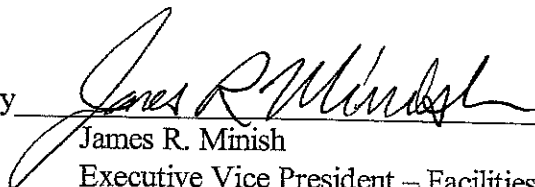
The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

49. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By


James R. Minish
Executive Vice President – Facilities

LAKWOOD CHURCH, INC.

By Mary Sims
Mary Sims
Assistant Administrator

To:
Matt Bell

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
IZOD CENTER

FACILITY OCCUPANCY LICENSE

Made and entered into on this 10th day of October 2008 by and between

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, a body corporate and politic of the State of New Jersey (the "Authority") having its principal place of business in the Borough of East Rutherford, County of Bergen, State of New Jersey

and

Meadowlands Regional Chamber of Commerce

whose address is 201 Route 17, Rutherford, NJ 07070

(the "Licensee")

WHEREAS, the Authority is responsible for the operation of the New Jersey Sports and Exposition Complex which consists of a Racetrack, Stadium, Arena, and parking areas adjacent thereto; and;

WHEREAS, the Licensee desires to obtain a license to use and occupy the IZOD Center (the "Arena") for the purpose of holding, producing, or exhibiting an event therein:

NOW, THEREFORE, this instrument witnesseth that, for and in consideration of the covenants and agreements of the facility license hereinafter set forth, the Authority has granted the Licensee a license to use and occupy the Arena for the purpose, to the extent, at the times, for the fees and charges, and upon the other terms and conditions hereinafter set forth.

- a. Event - Date and Time Meadowlands Chamber of Commerce Awards Gala
IZOD Center
Thursday, October 23, 2008
6:30 pm - 11:00 pm
- b. Licensee shall pay to the Authority a license fee of \$20,000 plus expenses, which will be capped at \$15,000

\$35,000 due upon contract signing but no later than October 21, 2008.

Failure by Licensee to pay said fee on a timely basis shall be cause for the Authority to terminate the agreement upon notice in writing to Licensee.

- c. The Licensee shall pay to the Authority the cost of all direct and indirect labor, materials, supplies and service costs incurred by the Authority as a result of the "event" ordinary wear and tear excepted, and such other direct labor and special services as the Authority may deem necessary or the Licensee may request. A Final Settlement shall be completed no later than 30 business days after close of the Event.
- d. Arrangements for food and beverage will be consummated with ARAMARK, Inc. of New Jersey or said other concessionaire as the Authority shall designate, and the Licensee shall enter into a separate agreement with that company.
- e. Nothing contained herein shall be construed as to constitute the Authority and the Licensee as joint venturers or partners or to make the Authority responsible for any debt of the Licensee.
- f. The Authority shall have no responsibility whatsoever for any damage to property of the Licensee or its agents which is placed on the Authority's site or facilities or parking lot. The Licensee shall obtain waivers of subrogation with respect to any insurance policies applying to such property and provide such waivers to the Authority on demand.
- g. The Licensee shall, at the request of the Authority, obtain at its own cost and expense, Commercial General Liability insurance in the name of the Licensee, which insures the

operations contemplated by the Facility Occupancy License and also the cost of the actual assumption of liability reflected therein. Such General Liability insurance shall be written with a limit of at least \$1,000,000 combined single limit for Bodily Injury or Property Damage Liability and shall be written by a company approved by the Authority. Coverage shall include Contractual Liability; Broad Form Property Damage Liability; Personal Injury Liability; and coverage for the operation of Independent Contractors. The policy shall not contain any exclusion with respect to injury to participants and in addition the New Jersey Sports and Exposition Authority should be named as an additional insured. The Licensee shall also provide Workers Compensation coverage for any of its employees as required by the Workers Compensation and Occupational Disease Laws of the State of New Jersey. Licensee shall submit to the Authority evidence of such insurance at least five (5) days prior to the event.

- h. The Licensee shall indemnify and hold the Authority harmless from any and all liability for any loss, injury, or damage to any persons or any property that may be sustained by reason of the activities or operations of the Licensee or any of its servants, agents, or employees of the Licensee in pursuit of this agreement. The Authority, to the extent that it is permitted to do so under its property insurance policies, does hereby waive any right of subrogation against the Licensee.
- i. This agreement shall be considered made in New Jersey and shall be construed and made pursuant to New Jersey law.
- j. A failure by Licensee to perform any covenant, duty or obligation set forth in the Facility Occupancy License or any addendum hereto, shall be cause for the Authority to terminate the agreement upon notice in writing to Licensee. In no event shall the Licensee enter and use any area, part, service or facility of the Arena without first obtaining the prior approval of the Arena Manager or its designate.
- k. The Authority may charge a parking fee to those persons attending Licensee's Events. If the Event shall be conducted during hours when a parking fee is charged to patrons attending another event at the Meadowlands Racetrack, IZOD Center, or Giants Stadium. The charged fee shall be identical in amount to that charged for the other event. The Authority shall retain all said parking fees.
- l. Licensee agrees to return any area that has been altered as a result of the Event to its original state. Licensee further agrees to pay all expenses to correct any damages caused by its activities.

This agreement set forth the entire understanding by the Authority and the Licensee and no amendments or modifications shall be made to the agreement except in writing and signed by both the Authority and the Licensee.

Witness the due execution hereof on the day and year first above written.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY: James R. Minish
 James R. Minish
 Executive Vice President - Facilities

MEADOWLANDS REGIONAL CHAMBER OF COMMERCE

BY: James Kupres
 Chief Exec. Officer

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of September, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH**1. USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:***Coldplay Concert***

Date(s):	October 26 & 27, 2008
Time(s):	8:00 pm - 11:00 pm
Event Length(s):	3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 26th day of October, 2008 and to the 28th day of October, 2008 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$145,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Coldplay
Duffy

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00pm (each night).

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

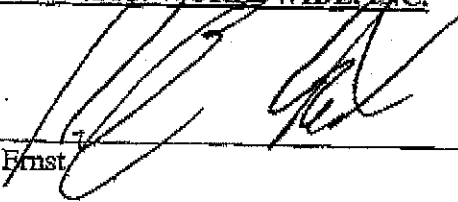
48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By 
Phil Ernst

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. Net Capacity - TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier/Upper Tier	\$100.50
Upper Tier	\$80.50
Upper Tier	\$52.50

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. SUITE REVENUE DISTRIBUTION

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

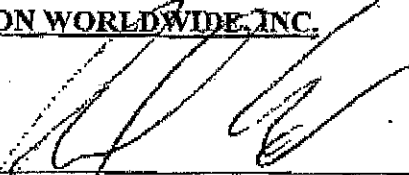
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

By 
Phil Ernst

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of September, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

I. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Power 105.1's Powerhouse Concert

Date: October 28, 2008

Time: 7:30 pm - 11:00 pm

Event Length: 3 1/2 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 28th day of October, 2008 and to the 29th day of October, 2008 at 3:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$130,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Jay Z
Lil Wayne*

No-Ya

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property-Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property-Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. COMPLIANCE WITH LAWS AND REGULATIONS

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. LICENSES AND PERMITS

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. INDEMNITY

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. LIEN

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 70/30 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. WATER

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. PARKING

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. CREDENTIALS

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. OBJECTIONABLE PERSONS

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. OPENING HOURS

LICENSOR agrees to open doors for the Event at 6:30pm.

34. REFUND OF TICKET REVENUE

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. ANNOUNCEMENTS

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising, and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. AGREEMENT TO QUIT PREMISES

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. LOST ARTICLES

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. NON-ASSIGNMENT

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By Jason Miller
Jason Miller

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity - TBD.

<u>Area</u>	<u>Price</u>
Floor	\$200.00
Floor/Lower Tier	\$125.00
Upper Tier	\$85.00
Lower Tier/Upper Tier	\$75.00
Upper Tier	\$50.00
Upper Tier	\$25.00

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats).

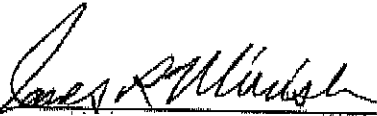
B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

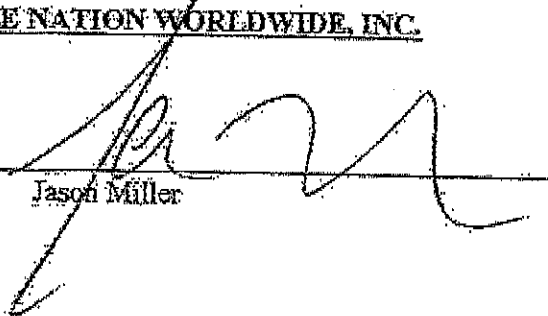
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By: 
James R. Mirish
Executive Vice-President - Facilities

LIVE NATION WORLDWIDE, INC.

By: 
Jason Miller

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of September, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

The Who Concert

Date: October 29, 2008
 Time: 7:30 pm - 11:00 pm
 Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 29th day of October, 2008 and to the 30th day of October, 2008 at 3:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. BOX OFFICE FACILITIES:

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

The Who

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE.

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. COMPLIANCE WITH LAWS AND REGULATIONS

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. LICENSES AND PERMITS

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. INDEMNITY

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. LIEN

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. PUBLIC SAFETY

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules,

halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check-rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only. The merchandise deal shall revert to an 80/20 split from dollar one should an \$8.00 per cap be reached.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSEE and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not

limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. WATER

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. PARKING

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. CREDENTIALS

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. DEFACEMENT OF BUILDING

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. SIGNS AND POSTERS

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. ADVERTISING

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. OCCUPANCY INTERRUPTION

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm of instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will remain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. DEFAULT

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. CIVIL RIGHTS

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. FORCE MAJEURE

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. SEVERABLE AGREEMENT

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.


48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By 
Jason Miller

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. Net Capacity - TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$199.75
Lower Tier/Upper Tier	\$89.75
Upper Tier	\$49.75

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. SUITE REVENUE DISTRIBUTION

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

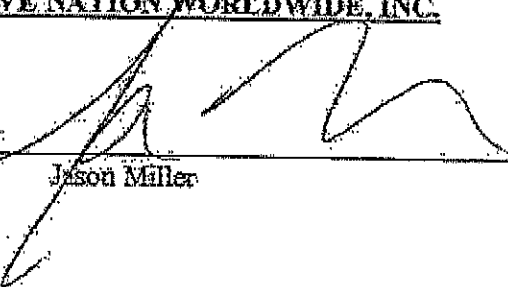
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By: 
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By: 
Jason Miller

AGREEMENT

AGREEMENT made this 6th day of February, 2008, between RINGLING BROS.-BARNUM & BAILEY COMBINED SHOWS, INC., a Delaware corporation ("Lessee") and NEW JERSEY SPORTS AND EXPOSITION AUTHORITY ("Lessor").

WITNESSETH:

WHEREAS, Lessee is the owner and operator of a live, theatrical, family entertainment production currently known as DISNEY LIVE! (the "Show"); and

WHEREAS, Lessor is the owner and/or operator of the facility known as the IZOD Center located in East Rutherford, New Jersey; and

WHEREAS, Lessee desires to use and Lessor shall make available the IZOD Center and all of its facilities and adjacent areas which are necessary for the safe and proper presentation of the Show (collectively the "Venue"); and

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

1. TERMS OF OCCUPANCY

(a) **MOVE-IN:** Lessee, without additional charge, shall be entitled to occupancy of the Venue, at 5:00 a.m. on Saturday, November 8, 2008.

(b) **PERFORMANCE DATES:** Lessor agrees to lease the Venue to Lessee for presentation of the Show on Saturday, November 8, 2008 ("Engagement").

(c) **MOVE-OUT:** Lessee, without additional charge, shall be entitled to use and occupancy of the Venue for five (5) hours after the conclusion of the final performance of the Engagement for the purpose of tearing down and moving out.

2. TERMS OF RENEWAL: Not applicable.

3. **ADJUSTED GROSS RECEIPTS:** The term "adjusted gross receipts," as used in this Agreement, shall mean the gross receipts (the proceeds from the sale of tickets of admission for the Engagement hereunder), less (i) all federal, state, county, provincial and local sales, admissions or similar taxes thereon; (ii) any amounts paid to or retained by any charity, newspaper or other organization with which Lessee has engaged in any special promotion in accordance with paragraph 20 below and any amount expended for any premium giveaways used instead of a discount in connection with such promotions; (iii) all amounts expended for advertising, publicity and promotion in accordance with paragraphs 10(g) and 11 below; (iv) credit card commissions; (v) creative costs; and (vii) a royalty fee of fifteen percent (15%) of all net (gross less taxes) proceeds for the rights to use the Disney characters, themes, and/or storylines or other famous characters, themes and/or storylines.

4. DEAL SUMMARY

RENT: As full consideration for use of the Venue and the performance by Lessor of its obligations hereunder, Lessee shall pay to Lessor for the Engagement hereunder forty percent (40%) of adjusted gross receipts.

LESSOR PAYS FOR:

- a. STAFFING
- b. STAGEHANDS – local and traveling
- c. BOX OFFICE
- d. INSURANCE

BOX OFFICE: Included in rent.

CREATIVE FEE: One Thousand Dollars (\$1,000) per performance.

CONCESSIONS: Lessee retains 100% exclusive rights to sell program books, novelties and souvenirs, cotton candy, sno-cones, freshly-squeezed lemonade, and popcorn.

SUITES/SPECIAL SEATING: Suites/special seats shall not be included in the gross receipts. Lessor will reimburse Lessee Twenty-Five Dollars (\$25.00) per ticket for all relocated suite seats.

COMPLIMENTARY TICKETS: Complimentary tickets shall be limited to an amount consistent with good business practice and shall be issued only when attached to forms furnished by Lessee.

CLEARANCE WINDOW: Spectacle-type: 20 days prior 15 days after

An exception to the clearance window shall be made for the November 24-30, 2008 engagement of Disney on Ice.

5. INSURANCE AND INDEMNIFICATION:

(a) Lessor shall maintain, at its sole cost and expense, public liability insurance naming Lessee as an additional insured for the period of the Engagement against liability for damages for bodily injuries, including death, and property damages, in the amount of One Million Dollars (\$1,000,000). Lessor shall deliver to Lessee at least ten (10) days prior to the first scheduled performance a Certificate of Insurance showing such insurance to be in effect and providing that such insurance shall not be canceled or changed in any material way except upon thirty (30) days prior written notice to Lessee.

(b) Lessee shall defend, indemnify and hold harmless Lessor from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents which occur as a result of Lessee's negligence during the period of the Engagement and for which Lessor's sole basis for liability is vicarious liability for the acts or omissions of Lessee.

(c) Lessor shall defend, indemnify and hold harmless Lessee and its related or affiliated companies from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements) arising from incidents which occur as a result of Lessor's and/or its agents' negligence during the period of the Engagement or arising from or in any way related to any structural or design defect in or about the Venue or on Lessor's property adjacent thereto and for which Lessee's sole basis for liability is vicarious liability for the acts or omissions of Lessor and/or its agents.

6. STAFFING: Lessor shall provide, employ and control a sufficient number of ticket takers, guards, doormen, ushers, security, and other personnel requested by Lessee's duly authorized representative for the proper presentation of the Show and handling of patrons. (Payment in accordance with paragraph 4 above.)

7. STAGEHANDS: Lessor shall provide, employ and control all stagehands and other personnel as required by Lessee in accordance with the Yellow Card for handling the set, the properties, the costumes, the lighting, electrical and sound equipment and all other paraphernalia of the Show for moving in, setting up and installing the same; for working all performances; and for dismantling and removing all of the same at the end of the Engagement. (Payment in accordance with paragraph 4 above.) In the event additional personnel, including without limitation, non-working stewards or department heads, are required as a result of any written contracts or oral agreements entered into by Lessor with any third party, Lessor shall provide, employ, control, and pay the cost of all such additional personnel. Lessor shall ensure that all training required by law, including, without limitation, health and safety training, is provided to all personnel referenced in this paragraph, and Lessor shall maintain documentation of such training, which shall be made available to Lessee upon request.

8. LICENSES & PERMITS: Lessor shall obtain and pay for all licenses and permits which are required by any governmental authority in connection with the presentation of the Show hereunder and provide Lessee with evidence thereof at least thirty (30) days in advance of the Engagement.

9. SERVICES PROVIDED BY LESSOR: For the Engagement hereunder, Lessor shall, at its sole cost and expense:

(a) Provide the Venue, set in accordance with the approved ticket manifest, with seating for at least 3,000 patrons and all facilities thereof, including performance and non-performance areas which are safe and suitable for the presentation of the Show.

(b) Provide adequate heating and/or air-conditioning, lighting, electricity, water and related facilities to meet the requirements of the Show and to adequately operate and maintain the Venue.

(c) Provide and maintain a safe and suitable performance area ("Stage") in the Venue as may be required by Lessee for the proper presentation of the Show for the entire occupancy period as described in paragraph 1. Venue shall be available for rehearsals, maintenance, pre-set, and other uses by Lessee at such times as performances are not being presented, and the Venue shall not be scheduled for any other purpose by Lessor.

(d) Provide unrestricted use to Lessee of all fly systems, battens, counterweights, legs, borders and all other masking items.

(e) Permit use of parking areas for trucks, vans and trailers belonging to the Show or its personnel, with electrical feeds, water connections, sewer waste disposal facilities and trash removal and all hook-ups therefor. Lessor further agrees to provide not less than twenty (20) free parking spaces for Lessee's personnel in an area convenient to the backdoor of the Venue.

(f) Provide clean, heated and/or air-conditioned and lighted dressing rooms with coat racks, waste cans, tables and chairs, mirrors and proper lighting for make-up, and shower and toilet facilities in the Venue for the entire cast of the Show. In the event that there are not sufficient permanent dressing rooms for this purpose, Lessor agrees to erect portable dressing rooms for Lessee.

(g) Provide interior storage space for crates, trunks and other items carried by Lessee with locks on all doors and windows which provide access to such space. Lessee will be provided with a minimum of one (1) key to each lock for each storage space that Lessee occupies, as applicable.

(h) Provide sufficiently equipped office space in the Venue for the staff of Lessee for a period commencing two (2) days before the Engagement and ending one (1) day after the Engagement, including the use of telephone service through the Venue switchboard. Lessee shall pay for its own long-distance calls.

(i) Provide a total of three (3) spotlights in good working order (each having at least the intensity and capability of a Super Trouper), plus platforms and electrical connections (in locations designated by Lessee) and such other lighting and electrical equipment as is available for staging the Show.

(j) Provide a two-way intercommunicating telephone system with head sets, double earphones and mouthpieces, telephone operator type, between all spotlight operators and electrician controls, Show's sound system and backstage to a master station from which the person directing lights for the Show can see performers enter and finish.

(k) Provide installation of electrical feeds and cables for Show's lighting, sound, and other equipment.

(l) Provide adequate locations, per instructions from Lessee's designated technical representatives, for Lessee's sound and light boards for the Show.

(m) Provide suitable devices to prevent light from entering the seating and performance areas of the Venue when Show requires a blackout.

(n) Raise or remove, if necessary, any scoreboard, speaker cluster, or other equipment so that they will in no way interfere with spectator sightlines, or the proper staging of the Show. Lessor shall not use any telescreen, LED signage technology, or similar device for any purpose during any performance of the Show without the express written consent of Lessee.

(o) Provide, employ and control (i) building superintendent and engineers; (ii) sufficient janitors, sweepers, cleaners, restroom attendants and other custodial workers for the proper cleaning of the Venue, including, but not limited to, the cleaning of all Venue areas that may be accessible to patrons ("Patron Areas") before move-in and prior to each performance and continuously throughout each performance to maximize the safety of Patron Areas; (iii) the standard building security services; (iv) electricians to connect and disconnect house power to Lessee's equipment as specified by Lessee; (v) house light operator; (vi) event manager and maintenance and service personnel required to adequately manage, operate and maintain the

Venue; (vii) switchboard operators and regular telephone service; (viii) use of any marquee, readerboard, telespot, or videoboard and operators, if such operators are required by Lessor; (ix) firemen; (x) first-aid attendants; and (xi) all other personnel which are required to be hired by working agreements or contracts entered into by Lessor, by law, or by Venue rules and regulations (unless otherwise stated in paragraph 4 above).

(p) Provide, in addition to the foregoing, all facilities and equipment as may be normally available at the Venue, at no charge, including such items as forklifts, man-lift, risers, chairs, tables, rigging equipment, house sound systems and lighting equipment, pipe and drape, washing machine(s), clothes dryer(s), and electrical equipment.

(q) Carry and pay for Workers' Compensation Insurance in the amounts required by law with respect to Lessor's employees, and ensure that all of Lessor's contracted personnel are so covered.

10. SERVICES PROVIDED BY LESSEE: For the Engagement of the Show hereunder, Lessee shall, at its sole cost and expense:

(a) Furnish the cast and such other personnel and equipment as Lessee deems appropriate for the presentation of the Show.

(b) Transport all personnel, properties and equipment of the Show to and from the Venue.

(c) Provide such taped musical accompaniment and taped narration as Lessee may require for proper presentation of the Show. Lessor agrees that it will not enter into any agreement with the American Federation of Musicians or any of its affiliated locals or any other union which will require any musicians to be employed, utilized or compensated in connection with any performance or Engagement of the Show hereunder.

(d) Obtain all grand rights, ASCAP, BMI, SESAC, and similar licenses and rights to use patented and/or copyrighted music, materials, equipment, devices, or dramatic rights used in connection with the presentation of the Show. Lessee agrees to indemnify Lessor against any claim or liability resulting from Lessee's failure to obtain any licenses in accordance with the foregoing or the infringement of any copyright used in the Show.

(e) Carry and pay for Workers' Compensation Insurance with respect to Lessee's employees.

(f) Provide the required light board and full-range integrated sound system and its operator, and microphones.

(g) Direct the advertising, publicity and promotion campaign for the Engagement hereunder; prepare and furnish advertising layouts and commercial mats for all media, including radio commercials and television reels; and have printed all outdoor advertising paper, heralds, mailing circulars and other promotion material; however, Lessee shall be reimbursed in accordance with paragraph 3 for all advertising materials furnished by Lessee hereunder to include, but not be limited to, creative advertising work necessary for preparation of television, radio, newspaper ads, printing and promotional material, plus any freight involved therein. Such amounts shall include Lessee's creative cost per performance, in producing such materials, provided such cost shall be adjusted annually in accordance with Lessee's then current rate for its North American engagements.

11. ADVERTISING: Lessor shall place and remit payment for the entire advertising, publicity and promotion campaign. The amount expended for such campaign for any Engagement hereunder shall be mutually agreed upon by Lessor and Lessee. All advertising shall be at the contract lineage rate or other special rate applicable to the media employed and available to Lessor by reason of its volume. Lessor also agrees to handle billing of the performers as designated by Lessee and to feature such Show names as may be designated by Lessee over all billing and to use only ad mats and printed matter supplied by Lessee and to use only television and radio commercial announcements prepared under the direction of Lessee. Lessor agrees to submit copies of all bills and statements for publicity and advertising expenses to Lessee upon final settlement. Notwithstanding the provisions of this paragraph, Lessee may elect to use its own personnel or other personnel designated by Lessee to place and remit payment for such campaign or part of such campaign as may be determined by Lessee, thereby relieving Lessor of any responsibility to place and remit payment for same. The parties remitting payment shall be reimbursed in accordance with paragraph 3.

12. PERFORMANCE CRITERIA: The schedule of performances for the Engagement shall be determined by Lessee. Lessee may designate a day or days during the Engagement as a day or days on which no performances will be held; however, Lessee shall have full access to all leased areas on non-performance days.

13. SUITES/SPECIAL SEATING: All seats in the Venue or any of its facilities which permit the occupant to view any performances of the Show shall be included in the ticket manifest for performances hereunder, including, without limitation, all seats in loges, box seats, suites, club seats and all other similar special seating whether sold by the season, by individual performance or on any other basis (hereinafter, collectively, "Special Seats"). Lessor shall contribute to the gross receipts for each performance an amount equal to the total number of Special Seats which have been sold for each performance or occupied on any basis, multiplied by the ticket price as noted in paragraph 4 above.

14. BOX OFFICE:

(a) Lessor, through its computer ticket service, shall provide adequate tickets for the requirements of the Venue at the scale of prices set by Lessee which shall not include any surcharge or other levy except for those taxes specified in paragraph 3. Lessor shall place tickets on sale at such time as may be determined by Lessee, and Lessor shall provide Lessee with a certified manifest of all tickets for the Engagement at least three (3) days prior to the commencement of ticket sales for the Engagement. Lessor shall insure that in the event of computer failure, Lessor will either take alternative measures to provide sufficient tickets for walk-up sales or will indemnify Lessee for any revenues lost as a result of any failure of, or problem with, Lessor's computer system.

(b) Lessor will not modify its existing arrangement or enter into any new arrangement with any computer ticket service for the exclusive sale of tickets to events at the Venue which will apply to or in any way affect the sale of tickets to performances of the Show hereunder without first obtaining the written approval of Lessee to the terms thereof, insofar as they affect Lessee and Show's patrons, and no such arrangement shall be applicable to the sale of Show tickets unless approved by Lessee.

(c) Lessor will provide all personnel, services and facilities, both at the Venue and elsewhere, necessary for the adequate sale of tickets to performances hereunder, including, but not limited to, a box office treasurer, ticket sellers for advance sales (including mail order), telephone charge sales, personnel to fill group sales orders, agency sales, performance window

sales, and sales at any of the Venue's outside ticket outlets, and to pay all costs incurred in connection with such sales, including, but not limited to, the cost of any telephone charge system that is used or other special telephone service, internet services, money pickup service, all charges related to any computer ticket or reservation system that Lessor may utilize for the sale of tickets hereunder and any sales outlet or credit card commissions. Consideration for the foregoing personnel, services and facilities is noted in paragraph 4 above. If Lessee finds Lessor's usual outlet(s) inadequate for the sale of Show tickets, Lessee may establish additional outlets with the cooperation of Lessor.

(d) Beginning with the date tickets are placed on sale, Lessor will furnish Lessee with a daily statement on forms furnished by Lessee, showing a breakdown of sales of all tickets, specifying separately daily advance box office sales, mail order sales (including the number of mail orders received), agency sales, group sales, outlet sales, internet sales, telephone charge sales and, after the beginning of scheduled performances, daily current box office sales.

(e) Lessor shall collect all monies from the sale of all tickets and shall maintain regular books and records pertaining to the Engagement, including a true and accurate account of all monies collected. All monies collected shall be deposited promptly in a bank account established by and in the name of Lessor. Upon request, Lessor shall transfer a portion of such monies to Lessee. Lessee agrees that to the extent such transfers have been made, it will immediately transfer to Lessor's account any monies required for refunds in the event of cancellation of any performances hereunder. Any refunds shall be determined by mutual agreement between Lessee and Lessor. Lessor shall have the sole obligation of distributing any refunds in accordance with any and all applicable laws and to file and pay in a timely manner any federal, state, county, provincial, local and/or other taxes, which may be assessed on tickets to performances hereunder, and any amounts relating to Lessor's failure to do so, and Lessor shall release Lessee from liability and indemnify Lessee in respect of any responsibility for the distribution of such refunds and for the payment of such taxes.

(f) Immediately after each performance, Lessor shall complete and deliver to Lessee a certified box office statement relating to the exact sales for said performances, all unsold tickets, turnstile counts, computer manifests, and stubs retained by ticket takers on forms supplied by Lessee. Lessee, by duly designated representatives, shall have the right to inspect the box office and all records and transaction reports with respect to the admission receipts, including unsold tickets and stubs of tickets sold. Lessor will conduct a drop count in a manner acceptable to Lessee. Lessee's duly designated representatives will be admitted to the box office at any and all times during the sale of tickets for the Engagement. Lessor will account for all tickets and/or cash receipts therefor in accordance with the certified ticket manifest, and shall bear any losses or shortages of money resulting from fire or other casualty, hold-up, theft, infidelity, default by any of Lessor's ticket agencies, or bad checks.

(g) Upon completion of the last performance of the Engagement hereunder, there shall be an immediate accounting and settlement of amounts due and owing to the parties hereunder. In arriving at settlement, there shall be no offsets whatsoever for claims by one party against the other which do not relate to ticket sales, including, but not limited to, claims for damage to the Venue or its equipment which shall be handled in accordance with paragraph 26 below. No financial information (including but not limited to information regarding gross ticket sales and expenses) with respect to the Engagement shall be released by Lessor except with the prior written approval of Lessee.

(h) Lessor and Lessee agree to use their best efforts to maximize the sale of tickets to performances hereunder. Lessor will not commence the sale of tickets during the period one (1) week prior to and during the Engagement of the Show for any event to be held at the Venue without the prior written consent of Lessee.

(i) Lessee owns any customer list that is generated in connection with the presentation of the Engagement and all information that may be contained thereon. Neither Lessor nor its employees or agents will use such customer list or provide such customer list or the information contained thereon to any third party without the prior written consent of Lessee.

15. SERVICE CHARGES:

(a) The following service charges and handling fees shall be in effect for the Engagement hereunder and shall be applied in accordance with the Actual Ticket Price. Actual Ticket Price shall be defined as the price paid for ticket(s) including sales tax (if applicable) and after applying discounts, and shall not include any amounts charged for facility fee(s), ticket delivery fee(s), or other charge(s) (if any). Current service charges are as follows, and are subject to change on an annual basis:

	Actual Ticket Price:		
	<u>≤\$15.99</u>	<u>\$16.00 - \$42.49</u>	<u>≥\$42.50</u>
Purchase Location:			
Venue Box Office:	No Service Charge	No Service Charge	No Service Charge
Telephone/Internet:	\$3.25 per ticket	\$4.25 per ticket	10% of Actual Ticket Price
Outlets:	\$3.25 per ticket	\$4.25 per ticket	10% of Actual Ticket Price
Mail Order:	\$3.00 per order	\$3.00 per order	\$3.00 per order
Group Sales:	No Service Charge	No Service Charge	No Service Charge

(b) A \$3.10 per-order handling fee may be applied to telephone and internet sales.

(c) There shall be no per-order handling fee for outlet sales.

(d) There shall be no per-ticket service charge(s) for mail order sales.

(e) The Venue box office shall not impose any service charge or handling fee in connection with over-the-counter sales of tickets (including group sales orders) for the Engagement hereunder.

(f) No facility fee or other surcharge, including credit card commissions, may be added to Lessee's established ticket price, except as may be indicated in paragraph 4 above. Any amounts added in violation of this provision shall become the exclusive property of Lessee.

16. POSSESSORY INTEREST TAX: It is the contemplation of the parties to this Agreement that no possessory interest or similar tax shall be imposed upon Lessee by any taxing agency of the State where the Venue is located or of any county, municipality or other subdivision thereof during the term of this Agreement since, among other things, Lessee does not have exclusive and continuous use and control of the Venue. However, if any such tax is imposed upon Lessee during the term of this Agreement, Lessor shall credit the amount of the tax paid by Lessee against any and all sums due or to become due from Lessee to Lessor under the terms of this Agreement. If Lessee has paid Lessor before the tax is paid, then Lessee shall have a

credit as to consideration to become due under any renewal or extension of this Agreement and, if none, Lessor shall reimburse Lessee in the amount of the tax immediately upon written request from Lessee.

17. CONCESSION RIGHTS: Lessee shall have the sole and exclusive right to sell concessions noted in paragraph 4 above, both inside and outside the Venue and in the seats to the audience before and after performances and during intermission through its own vendors or through concessionaires designated by it (collectively "Vendors"). Novelties and souvenirs shall include but are not limited to coloring books, balloons, toys, games, lights, hats and other apparel, binoculars, booster seats, banners, photographs, photographic services, posters and dolls. There shall be no vending in the seats to the audience by any party during the actual performances. Neither Lessor nor any of its concessionaires shall charge any concession fee therefor, and all monies collected by Lessee from such sales, including proceeds of sales of advertising in Show's program books, shall belong exclusively to Lessee and shall not be included in gross receipts. For the purpose of such concession sales, Lessor shall supply to Lessee or its Vendors, at no charge, adequate locations, at least equal in quantity and placement to those supplied for the most recent previous engagement (if applicable), in the Venue including electrical and water hook-ups, water and electricity. Neither Lessor nor any of its concessionaires shall sell concession items in the categories covered in this paragraph or concession items which are substantially similar to those categories covered herein during the Engagement hereunder, nor shall they sell in the seats to the audience except at times Lessee permits its own Vendors to sell there. Lessor represents that it has not signed any contracts or entered into any oral agreements with respect to concession operations at the Venue and its facilities which will require Lessee to utilize or pay for personnel in connection with Lessor's concession operations in addition to Lessee's Vendors and their personnel. In the event any additional personnel are required or additional costs incurred as a result of any future contracts entered into by Lessor, such personnel and costs shall be paid for by Lessor. To the extent permitted by law, Lessor and Lessee and its subsidiary companies shall have the exclusive right to use voice amplification equipment during the Engagement in areas outside of the Venue that are open to the public. This right may not be assigned to any third party without the prior written consent of the non-assigning party.

18. CLEARANCE WINDOW: During the term of this Agreement, Lessor agrees that it will not allow the performance of any other spectacle-type show (spectacle-type show is defined as a major, touring, family show) in the Venue during the period commencing on the dates, prior to and ending after the Engagement hereunder, as noted in paragraph 4 above. In addition, if any such event noted above is scheduled after the periods indicated, Lessor will not, without Lessee's prior written consent, advertise or publicize performances of any other such event, nor allow any third party to so advertise or publicize until after the completion of the Engagement hereunder. Lessor acknowledges that its breach of this provision will cause Lessee irreparable harm for which money damages alone are an inadequate remedy due, among other things, to the impossibility of precisely ascertaining the same and that, in addition to remedies available to it at law, Lessee shall be entitled to injunctive and other equitable relief for such breach or threatened breach.

19. BROADCAST RIGHTS AND TRADEMARK: Lessor shall have no broadcast or reproduction rights with respect to the Show, and no television, radio, transmitting, recording or photographing device shall be used in any manner or form to reproduce any of the performances of the Show in the Venue, except for the account of Lessee which retains the sole and exclusive rights with respect to any such broadcast or performance and the proceeds thereof. It is expressly understood that there shall be no television broadcasts (including but not limited to free, paid, subscription, cable or delayed broadcasts) of any performance of the Show in the Venue authorized under this Agreement, except that Lessee retains the privilege to permit television and radio personnel to film and record highlights of the Show in the Venue for the purpose of giving publicity to the Show. Lessor shall not, without the prior written consent of Lessee, use or authorize any third party to use or otherwise employ the name of any licensed character or any licensed theme or storyline used in connection with the Show, including but not limited to the names "Walt Disney", "Disney", or the name or likeness of any famous Disney character, theme or storyline or any variation thereof, in advertising of any product or service other than the Show to be performed hereunder.

20. SPECIAL PROMOTIONS: Lessee shall have the right to engage in special promotions on opening night or in connection with other performances at which attendance may be weak if, in Lessee's judgment, such efforts will be mutually beneficial and may significantly increase gross ticket sales or total attendance or be advantageous from a goodwill and publicity point of view. Only those proceeds which Lessee actually retains in connection with such promotions will be included in the calculation of adjusted gross receipts.

21. SPONSOR(S): Lessee shall have the right to engage sponsor(s) for the Engagement hereunder and shall retain all revenue derived from any such sponsor(s). Lessor will cooperate with Lessee in regard to any such sponsor(s) to enable Lessee to fulfill its obligations under any sponsorship agreement entered into by Lessee.

22. ON-SITE PUBLICITY: Commencing at least five (5) weeks prior to the first performance of the Engagement, Lessor will cause the forthcoming Engagement of the Show to be advertised, without charge to Lessee, on all normally available advertising media at the Venue and on all public address systems of the Venue at times it reasonably deems appropriate, in any appropriate brochures sent out by Lessor and on any radio or television programs owned or controlled by Lessor. In addition, Lessor will include advertising with respect to such Engagement in any issue of a newsletter or any similar method of advertising distributed during the period ninety (90) days prior to the commencement of the Engagement and in any other issues thereof in which events for the upcoming year or season are advertised. Use of the name of the Show on all marquees and visual material shall be in such form and manner as is approved by Lessee and may not be abbreviated. If Lessor has a website, Lessor agrees to link to Lessee's website.

23. COMPLIMENTARY TICKETS: Complimentary tickets shall be limited to an amount consistent with good business practice (unless otherwise noted in paragraph 4) and shall only be issued when attached to forms furnished by Lessee.

24. COMPLIANCE WITH RULES AND REGULATIONS:

(a) Lessee and Lessor shall comply with the applicable requirements of all laws, orders and regulations of federal, state, county, provincial and municipal authorities.

(b) Lessee shall not paint, drill into or deface any part of the Venue facilities without Lessor's consent, which will not be unreasonably withheld.

25. **BUILDING ACCESS:** Lessor, its directors, servants, employees, and agents shall have free access to the Venue facilities upon presentation of passes issued to them by Lessor but only if actually working during the performance to which they request admission.

26. **SURRENDERING OF THE VENUE:** Upon the conclusion of the Engagement of the Show, or the early termination of this Agreement for any reason, Lessee shall quit and surrender the Venue to Lessor. Upon such quitting and surrender, the Venue shall be in the same condition as at the beginning of the Engagement, ordinary wear and tear, damage by fire, Act of God, or unavoidable casualty excepted. Representatives of Lessee and Lessor shall survey the Venue both before and after the Engagement to determine the extent of any damages resulting from the Engagement, with the same two (2) representatives from each party participating in both the pre and post walk-through. Any claims by Lessor for damages shall be verified by Lessee's representative and submitted for payment in accordance with paragraph 31. In the event the repair of any verified damages cannot be accomplished by Lessor's employees, Lessor shall obtain three (3) written estimates of the cost of such repairs and forward the same to Lessee.

27. **ADA COMPLIANCE:** Lessor warrants that Lessor and Venue currently comply with the provisions of the Americans with Disabilities Act of 1990 (the "ADA") to the extent that such provisions may apply. Lessor will defend, indemnify and hold harmless Lessee for and against any liability, penalty, fine, punishment, judgment, damage or claim, whether civil, administrative or otherwise, which may arise or be imposed in connection with Lessor's and/or Venue's failure or alleged failure to comply with the ADA.

28. **DELAY OR INTERFERENCE:** Lessor will not permit any use of the Venue which will delay any show performance or in any way interfere with Lessee's use of the Venue. Lessor will arrange for the clearance of the Venue floor and facilities, at no cost to Lessee, in sufficient time to permit Lessee to move-in in accordance with paragraph 1(a) above and to set up for each of its scheduled performances.

29. **FORCE MAJEURE:** Neither party shall be liable to the other party for the failure to perform any of the terms and conditions of this Agreement when such failure is attributable to an Act of God, by the government taking possession of the Venue or other government rules, regulations or actions, circumstances limiting the ability of the Show or its personnel to travel (such as, but not limited to, railroad, airline or bus strike or accident, severe weather conditions, act of terrorism, declaration of a national or state emergency, etc.) or by any other circumstances not under the control of such party. If any such event shall cause a delay but shall not be an independent reason for cancellation of an entire Engagement under this Agreement, the remaining performances of said Engagement shall be presented and this Agreement shall continue to be in full force and effect, except as to the number of performances. If the performance is prevented by Lessor by reason of any labor disputes between Lessor and any of its employees or between Lessor and any other personnel it has agreed to provide under the terms of this Agreement, Lessee is hereby authorized to contract for the necessary labor required for the Engagement at Lessor's expense.

30. **ASSIGNMENT:** Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except that no such consent shall be required in the case of an assignment by Lessee to a corporation or other entity which owns or acquires substantially all of its stock or assets and carries on its business in substantially the same manner. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective permitted successors and assigns.

31. **NOTICES, CONSENTS OR APPROVALS:** Any notices, consents or approval required or permitted hereunder shall be properly given if in writing and personally delivered or forwarded by mail, postage prepaid, addressed to the following addresses (or such other addresses as may from time to time be designated in writing by either party):

To Lessee:

Ringling Bros.-Barnum & Bailey Combined Shows, Inc.
8607 Westwood Center Drive
Vienna, VA 22182
ATTN: Kelly A. Shea
Booking Director, North American Tours

To Lessor:

New Jersey Sports and Exposition Authority
50 State Route 120
East Rutherford, NJ 07073
ATTN: Ron VanDeVeen
Vice President and General Manager

32. **PROTECTION OF PROPRIETARY/CONFIDENTIAL INFORMATION:** Any non-public information that either party furnishes, directly or indirectly, to the other, including, without limitation, information in tangible or intangible form relating to and/or including trademarked, copyrighted or otherwise proprietary information of either party, financial and marketing information, negotiation strategy, business plans, contractual terms, budgets, mailing and customer lists, attendance figures, sales volume, customer data, current or prospective relationships with vendors or independent contractors, business policies or practices, and information received from others ("Confidential Information") shall not be disclosed, copied, reproduced or otherwise made available to any other person or entity without the consent of the owning party except as required under court order or the Freedom of Information Act (5 U.S.C. Section 552). Each party agrees to use its best efforts to maintain the confidentiality of the Confidential Information. Each party agrees that the other party ("Disclosing Party") is not liable for the disclosure of the Confidential Information which, after notice to and consultation with the party whose Confidential Information is

at issue ("Non-Disclosing Party"), the Disclosing Party determines may not be lawfully withheld, provided the Non-Disclosing Party has been given a reasonable opportunity to seek a court order to enjoin disclosure.

33. **INDEPENDENT PARTIES:** The parties hereto are acting as independent contractors and independent employers. This Agreement is not intended to create, nor shall it be construed as creating, a joint venture or partnership.

34. **PRIVATE MANAGEMENT:** If Lessor is a private management company and if at any time during the term of this Agreement, Lessor ceases to be the operator for the Venue, Lessee shall have the right but not the obligation to terminate its Agreement by notifying Lessor who, in turn, shall notify the owner of the Venue as to Lessee's decision.

35. **WAIVERS:** The delay or failure of either party to assert or exercise any right, remedy or privilege hereunder shall not constitute a waiver of any such right, remedy or privilege. No such waiver shall be effective unless in writing, and then only in the specific instance for which given.

36. **WRITTEN MODIFICATIONS:** This Agreement constitutes the entire understanding between the parties and may not be modified or amended orally but only by an instrument in writing signed by both parties.

37. **VALIDITY:** The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part hereof.

38. **HEADINGS:** All headings of paragraphs and sections used in this Agreement are for convenience purposes only.

39. **RESERVATION OF RIGHTS:** Any rights not specifically and clearly granted to Lessor in this Agreement are expressly reserved by and for Lessee.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective officers duly authorized as of the date first written above.

Lessor:

NEW JERSEY SPORTS
AND EXPOSITION AUTHORITY

By:



~~Ron VanDeVeen~~
Vice President and General Manager

JAMES R. MINISH
Executive Vice President

Lessee:

RINGLING BROS.-BARNUM & BAILEY
COMBINED SHOWS, INC.

By:



Kelly A. Shea
Booking Director, North American Tours

AMENDMENT TO AGREEMENT
(Please note any requested revisions here)


1. In reference to paragraph 3 (ADJUSTED GROSS RECEIPTS), group sales commissions and expenses are included in the advertising budget.
2. Paragraph 9(h) shall be deleted and replaced with the following: "Provide sufficiently equipped office space in the Venue for the staff of Lessee on the day of the Engagement, including the use of telephone service through the Venue switchboard. Lessee shall pay for its own long-distance calls."
3. In reference to paragraph 11 (ADVERTISING), Lessor is charged a four and one-half percent (4.5%) outside agency commission for any advertising placed through the Venue. This charge shall be included as part of the advertising budget.
4. In reference to paragraph 17 (CONCESSION RIGHTS), an exception shall be made for Venue's standard entry and exit announcements.
5. In reference to paragraph 19 (BROADCAST RIGHTS AND TRADEMARK), Lessee shall be responsible for any costs associated with any recordings or broadcasts.
6. In reference to paragraph 21 (SPONSOR(S)), shall be subject to Venue's exclusive sponsors.

The foregoing amendments have been accepted and incorporated as part of the Agreement between NEW JERSEY SPORTS AND EXPOSITION AUTHORITY and RINGLING BROS.-BARNUM & BAILEY COMBINED SHOWS, INC. dated the 6th of February, 2008.

Lessor:

NEW JERSEY SPORTS
AND EXPOSITION AUTHORITY

By:


~~James R. Minish~~
~~Executive Vice President - Facilities~~
James R. Minish
Executive Vice President - Facilities

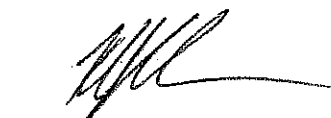
Date:

April 27, 2008

Lessee:

RINGLING BROS.-BARNUM & BAILEY
COMBINED SHOWS, INC.

By:


Kelly A. Shea
Booking Director, North American Tours

Date:

4/28/08

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of October, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

AC/DC Concert

Date: November 19, 2008
Time: 8:00 pm - 11:00 pm
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 19th day of November, 2008 and to the 20th day of November, 2008 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$75,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

AC/DC

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules,

halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only. The merchandise deal shall revert to an 80/20 split from dollar one should an \$8.00 per cap be reached.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not

limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. WATER

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. PARKING

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. CREDENTIALS

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease

and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

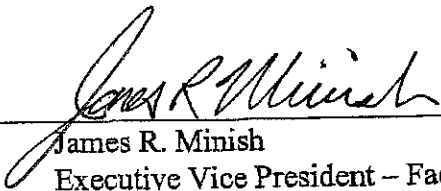
47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

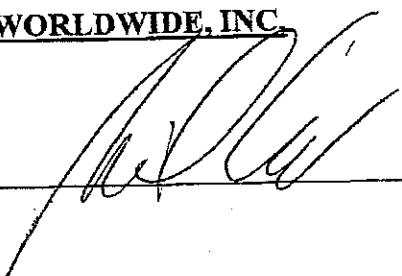
48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By 
Phil Ernst

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier/Upper Tier	\$92.50

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: ~~25 tickets shall be allocated to the LICENSOR per show.~~ *NO COMP TOUR*

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By *James R. Minish*
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By *Phil Ernst*
Phil Ernst



...e Bring the World to New Jersey

- Meadowlands Racetrack
- Giants Stadium
- Continental Airlines Arena
- Monmouth Park Racetrack
- Boardwalk Hall
- Atlantic City Convention Center
- The Wildwoods Convention Center

Ron VanDeVeen
 Vice President and Associate General Manager
 (201) 460-4387
 Fax: (201) 507-8122
 rvandeven@njsea.com

*Jim minish
 Conni Tamburri
 Mark Stefanacci
 MATT BELL*

March 1, 2007

Mark Duryea
 Vice President, North American Routing and Tours
 Ringling Bros.-Barnum & Bailey Combined Shows, Inc.
 8607 Westwood Center Drive
 Vienna, VA 22182

Re: Amendment to Agreement

Dear Mark:

The purpose of this letter is to confirm the agreement between RINGLING BROS.-BARNUM & BAILEY COMBINED SHOWS, INC. ("Ringling") and the New Jersey Sports and Exposition Authority ("NJSEA") to amend certain provisions of the Agreement between the parties dated April 6, 1998, as well as the letter agreements/amendments dated October 17, 2003 and March 9, 2005. The parties hereby agree to amend the Agreement(s) as follows:

Paragraph 1. (a) shall be deleted and replaced with the following:

NJSEA agrees to make the Arena available to Ringling for presentation of the Ice show and Ringling agrees to occupy the Arena for the following periods:

Tuesday, November 20, 2007 – Sunday, November 25, 2007
 Friday, January 18, 2008 – Sunday, January 27, 2008

In addition, Ringling agrees to present the Ice Show and NJSEA agrees to reserve similar periods in the years 2008, 2009, 2010, 2011 and 2012.

Paragraph 1. (d) shall be deleted and replaced with the following:

NJSEA agrees to reserve Thanksgiving week in each of the years 2008 through and including 2012 and the periods January 13, 2009 through and including January 25, 2009 and similar periods in the years 2010, 2011, and 2012.

March 1, 2007

Page 2

Paragraph 7, the first sentence shall be deleted and replaced with the following:

Ringling shall have the sole and exclusive right to sell, through its own vendors or through concessionaires designated by it, program books, novelties and souvenirs (including but not limited to coloring books, balloons, toys, games, lights, tee-shirts, hats, banners, photographs, posters, and dolls), cotton candy, popcorn, snowcones, freshly squeezed lemonade and smores both inside and outside the Arena and in the seats to the audience before and after performances and during intermission.

All other terms and conditions of the Agreement shall remain in full force and effect. If you are in agreement with these terms, please sign both copies of this letter, return one to my attention and retain the other for your files.

Sincerely,

New Jersey Sports and Exposition Authority



Ron VanDeVeen
Vice President and Associate General Manager
Stadium/Arena

Agreed and Accepted

Ringling Bros.-Barnum & Bailey Combined Shows, Inc.



Mark Duryea
Vice President, North American Routing and Tours

Cc: Jim Minish, Senior Vice President, Stadium/Arena
Mark Stefanacci, Esq.

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of November, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Bowery Presents, 156 Ludlow Street, 5th floor, New York, NY 10002 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Trans-Siberian Orchestra Concert

Date: December 13, 2008
Time(s): 3:00 pm – 6:00 pm
 8:00 pm – 11:00 pm
Event Length(s): 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 13th day of December, 2008 and to the 14th day of December, 2008 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$120,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED unless stipulated otherwise by LICENSOR.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Trans-Siberian Orchestra

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules,

halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the

LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise

specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event(s) at: 2:00 pm & 7:00pm

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

*in conjunction with
licensee*

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease

and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

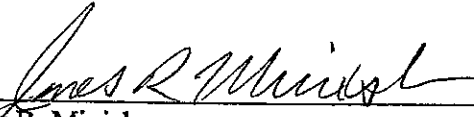
49. **ADVANCE FUNDS**

In the event that for any reason other than breach by the LICENSOR that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the LICENSOR all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the LICENSOR, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the LICENSOR from bringing direct action against the performers of the performer's entity for recovery.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By _____


James R. Minish
Executive Vice President -- Facilities

BOWERY PRESENTS

By _____


Randy Henner

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD – Theater Configuration

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$62.00
Upper Tier	\$47.00

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show:
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**


- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.
- C. \$3.00 per ticket on suite tickets sold, net of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. **COMPLIMENTARY TICKET DISTRIBUTION**


The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

BOWERY PRESENTS

By 
Randy Henner

AGREEMENT

THIS AGREEMENT OF LICENSE made as of May 1, 2008, by and between the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as Licensor), and DUKE UNIVERSITY, (hereinafter referred to as Licensee).

WITNESSETH

1. USE OF PREMISES

ARENA Under the terms and conditions hereof, the Licensor grants to Licensee to use and occupy that portion of the IZOD Center (hereinafter "Arena"), for the purpose of presenting the event described in Paragraph 2, below. The areas of use are as follows: The main arena and all seating areas, entries, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences and parking toll plazas, parking lots and roadways typically associated with maximum usage of the Arena. In addition, selected team locker room, interview rooms and lounges will be designated by the Licensor from existing locker room areas.

2. DESCRIPTION OF EVENT

Men's NCAA Basketball Game
Duke University v. Xavier University
Date – December 20, 2008
Arena Doors Open - TBD
Game Time – TBD

3. TIME OF USE

The Licensor agrees to have the Arena available to host the Event from 9:00 a.m. on the 20th day of December, 2008, and terminating at 5:00 p.m. on the 20th day of December, 2008, unless otherwise agreed to by the parties. The Authority shall determine, in its sole discretion, if, and at what times the Arena court may be available for the teams to practice.

4. REVENUE DISTRIBUTION AND EXPENSES

In consideration for Licensor agreeing to host the Event and Licensee agreeing to play in the Event at the time set forth above, the parties agree to the following:

- Licensor shall pay Licensee \$225,000 for its appearance;
- Licensee shall receive "additional revenues" should net ticket sales exceed \$700,000. Net Tickets shall be defined as gross ticket sales minus any applicable Federal, State or Local taxes. Such "additional revenues" shall be shared equally between the parties, i.e. Licensee 50% and Licensor 50%. Licensee recognizes that suite tickets are included in the existing Arena Suite License Agreements, and, as such, Licensee is not entitled to receive any revenue whatsoever that is derived from the use of the Arena suites;
- Licensor shall be permitted to sell sponsorships to the game and shall be entitled to retain the first \$50,000 from the sale of such sponsorships. Licensor and Licensee agree to share net sponsorship revenues over \$50,000 equally, i.e. Licensee 50% and Licensor 50%;
- Licensor shall not be entitled to receive any broadcast revenues from the Event.

5. PAYMENT OF EXPENSES

Except as otherwise agreed to in the Agreement, Licensor shall be responsible for all Arena expenses associated with the Event.

6. ARENA NAME

The Arena shall at all times be known as the IZOD Center or by such names as designated by the Licensor and shall not otherwise be designated by Licensee in any manner or in any publication, advertising or on any ticket, unless the Licensor first consents, in writing, to such other designation. Licensee shall similarly require that any Licensee agent refer to the Arena by the name so designated in any printed material or broadcast.

7. **SERVICES TO BE PROVIDED BY THE LICENSOR**

a. The Arena will be operated and maintained in good, clean, working order and operating condition by Licensor for Licensee's Event including, but not limited to, all turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces.

b. The Event staff necessary to operate the premises for the Event, such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. Licensor retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public.

8. **BOX OFFICE FACILITIES**

a. Licensor shall furnish Licensee a box office statement after the event. Ticket printing, the sale of the house and configuration of the seating shall be arranged through Licensor. **ALL SEATING WILL BE RESERVED.**

b. It is hereby agreed and understood that the Licensor currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the Arena.

c. Licensor will handle over-the-counter advance and day-of-event sales at the Arena ticket office. The Licensor's ticket manager will be responsible for properly depositing all monies, preparing box office statements, and other reports as are necessary and required.

9. **CONCESSIONS**

Licensor, through its concessionaire, shall operate the concessions and retain all revenues derived therefrom. Licensor reserves all rights with respect to the sale of concessions in the Arena and on the site of the entire Sports Complex, including, but not limited to, the sole right to sell or give away refreshments, candies, sandwiches, beverages, and other privileges. Licensee shall not engage in nor undertake the sale of any of the aforesaid or similar articles or privileges either before, during or after the Event or during any intermissions which might be provided during the Event. Licensee may not distribute free samples of food, beverage, or any product without prior written approval of Licensor.

10. MERCHANDISE

Licensee shall be entitled to enter into a separate agreement with Licensor's exclusive concessionaire, i.e. Aramark, for the sale to the concessionaire, of items of merchandise specific to the Event such as T-shirts, sweatshirts, hats, visors, novelties and other like merchandise. Licensor shall designate stand locations for merchandising such items.

11. BROADCAST RIGHTS

Licensee and its opponent shall have all rights for radio and television, internet and any other mutually agreed upon broadcasts of the Event originating from the Arena.

Licensor shall have no responsibility or liability for the radio or television broadcasting (including ad lib remarks of announcers) including but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent it is responsible for the origination of, or the contracting for, such broadcasting, the Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, representatives, agents, and employees from any and all claims, damages, liability, costs and expenses including reasonable attorney's fees arising from a radio or television broadcast, unless the claim or liability results from the negligence or willfulness of the Licensor or its employees or agents.

12. OTHER OBLIGATIONS OF LICENSEE

Licensee shall provide its intercollegiate basketball team for the Event and agrees to have the Supervisor of Officials of the Atlantic Coast Conference work with the Supervisor of Officials of the Atlantic 10 Conference to have a blended officiating crew work the Event.

13. OTHER OBLIGATIONS OF LICENSOR

a. Licensor will provide at its cost, heating/air conditioning, overhead lighting for ordinary use, use of the public address system, staff supervision, security services, medical personnel and facilities, ambulance service, box office personnel, operations and cleaning staff, press box staff and locker rooms of a kind and quantity generally provided at the Arena for intercollegiate athletic events.

b. Licensor will provide at its cost, a scoreboard operator, a scorekeeper, two clock operators, a statistics computer operator and assistant and a public address announcer.

c. All other services requested by Licensee will be at the expense of Licensee.

14. **PARKING**

Parking will be controlled and operated by Licensor or its designee, which will retain and be entitled to all receipts from said parking. A mutually agreed upon number of passes will be printed and presented by Licensor to Licensee for use at the Event.

15. **WINNERS CLUB**

Licensor shall operate, in conjunction with the concessionaire, the non-exclusive, Winners Club for the purpose of serving food and beverages. Use of the Winners Club shall be restricted to those persons attending the Event and not as a facility open to the general public. Licensee shall not be permitted to sell memberships to the Winners Club at the Club's entrance prior to or during the Event. Licensor shall have the sole right to determine access to the Winners Club.

The Licensor shall also retain the use and control of the two Franchise Rooms.

16. **ADVERTISING SIGNS AND POSTERS**

All advertising spaces on the premises of Licensor are the exclusive property of Licensor and all receipts therefrom shall accrue to Licensor.

Licensee shall not itself, nor through the Atlantic Coast Conference, the National Collegiate Athletic Association or any broadcaster with whom Licensee, the Atlantic Coast Conference, or the National Collegiate Athletic Association has an agreement to broadcast the games, permit the display utilizing electronic or computer technology, of any advertising device, logo or any material pertaining to any advertiser during such broadcasts in such a manner which would make it appear to the viewer of the broadcast that the advertising device, logo or material was in place at the Arena, without the expressed written consent of the Licensor, nor do anything to contribute to the creation of an impression that a relationship exists between any advertiser and Licensor, nor permit the display of any advertising device, logo or material of any advertiser whose product or service is in conflict with that of any advertiser with whom Licensor has a contractual relationship.

17. **INSURANCE**

Licensee shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensee which insures the Licensee's operations contemplated by this Agreement. Such General Liability insurance shall be written with a limit of at least \$1,000,000.00 (one million dollars) Combined Single Limit for Bodily Injury and Property Damage Liability, Personal Injury Liability. There shall be no exclusion or limitation or restriction with respect to claims made by participants. The Licensor shall be included as an additional insured.

A certificate of such insurance shall be provided to the Licensor by the Licensee. The policy shall also provide and the certificate shall so note, that the coverage may not be cancelled or any major change in coverage be implemented without at least thirty (30) days' written notice given to the Licensor.

The Licensee shall also provide Worker's Compensation insurance for any of their employees as required by the Worker's Compensation and Occupational Disease Laws of the State of New Jersey. A certificate of such insurance shall also be provided to the Licensor.

The Licensor represents that it has Comprehensive General Liability insurance for any and all claims arising out of the structure or operations of the Licensor and the Licensor's personnel, agents, servants or representatives. Licensee shall be named as an additional insured under the policy. The Licensor shall provide proof of such insurance to Licensee.

The Licensor shall also insure against and be responsible for and Licensee shall have no liability for claims arising from the operation of vehicular traffic on the licensed premises including the parking lots operated pursuant to Paragraph 14.

The Licensor will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the Licensee. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds during the term of this Agreement, shall be damaged by the act, default, or negligence of Licensee, its agents, contractor or its patrons, the Licensee will pay to the Licensor out of ticket sale receipts, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, and with the exception of the fact that the withholding of such ticket sales receipts paid to Licensor shall not exceed the amount of the deductible under

any Third-Party Property Damage Liability Insurance maintained by Licensee, if any, or, if Licensee does not maintain Third-Party Property Damage Liability insurance, then and in such event, the Licensor may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the Licensor. A certificate of such Third-Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to Licensor on request.

18. **INDEMNIFICATION**

Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensor against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor, of Licensee arising out of the activities conducted by Licensee, its agents, members, or guests. Licensee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

19. **WAIVER OF PERSONAL LIABILITY**

All obligations and liabilities under this Agreement on the part of both parties are solely corporate or partnership liabilities and each party hereby releases each and every officer, agent, director, partner and member of the other party of and from any personal or individual liability under this Agreement, and no officer, agent, director, or member of either party shall at any time or under any circumstances be individually or personally liable under this Agreement or for any action taken hereunder by Licensee or otherwise in connection therewith, or for or on account of any failure on the part of that party hereunder, except with respect to fraud, intentional or willful misconduct, acts constituting a crime, malice, conduct outside the scope of employment or any other acts by an employee for which the Licensor would not be liable under the Tort Claims or Contractual Liability Acts.

20. **PUBLIC SAFETY**

Licensee agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by policy personnel responsible for public safety and with Licensor to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all way of access to public utilities of the premises shall be kept unobstructed by the Licensee and shall not be used for any purpose other than ingress or egress to and from the premises by the Licensee, unless otherwise agreed to by Licensor.

21. **LICENSEE PROPERTY**

Licensor will accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless Licensor for any loss or damage to such property in the receipt, handling, care, or custody of such property at any time. Licensee further indemnifies Licensor from any claims or costs related to claims from any third party for loss or damage to property on the premises of Licensor during the time covered by this Agreement. Licensor assumes no responsibility whatsoever for any property placed in said building and Licensor is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit and all watchmen or other protective service desired by Licensee must be arranged by specific agreement with Licensor. In the event that Licensee shall leave any property on the premises after the termination of the engagement contracted for herein, Licensor may, upon five (5) day's notice to Licensee, at the place specified herein for notice, dispose of said property as it may see fit, whether by selling the same, destroying it or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

22. **COMPLIANCE WITH LAWS AND REGULATIONS**

Licensee agrees that every person connected with Licensee's use of the Arena shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the Licensor for the governance and management of the Arena and, if the attention of Licensee is called to a violation on the part of Licensee, or

any personnel employed by or admitted to said premises by Licensee, Licensee will immediately desist from and correct such violation.

23. **DEFACEMENT OF BUILDING**

Licensee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building, nor shall make or allow to be made any alteration of any kind therein.

Licensee will not post or allow to be posted any signs, cards, or posters except upon such display area as Licensor may provide. Use of such areas in a non-exclusive right. All material is subject to approval by Licensor.

24. **EVENT ADVERTISING**

Licensee agrees that all advertising for the Event will be honest and true and will include accurate information of the game time and ticket prices.

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The Licensor retains the exclusive right of technical control and crowd management, including in the event that the Licensor deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the Arena or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. Licensee shall have no authority with respect to such crowd management and security.

26. **OCCUPANCY INTERRUPTION**

In case the Arena or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Licensor impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this Agreement will terminate and Licensee hereby waives any claim for damages or compensation should this Agreement be so terminated. Licensee may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but Licensee assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the Licensor to evacuate the premises because of a bomb threat or for other reasons of

public safety, the Licensee will retain the possession of the premises for sufficient time to complete presentation of its Event without additional charge providing such time does not interfere with another scheduled use of the Arena. If it is not possible to complete presentation of the Event, Licensee hereby waives any claim for damages or compensation from Licensor.

27. OBJECTIONAL PERSONS

Licensor reserves the right to eject or cause to be ejected from the premises, any objectionable person or persons and neither Licensor nor any of its officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise by Licensor of such right.

28. ANNOUNCEMENTS

Licensor reserves the right to make announcements which would relate to future attractions, institutional advertising and such announcements as Licensor may deem necessary at any time in the interest of public safety.

29. AGREEMENT TO QUIT PREMISES

Licensee agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at the commencement date of this Agreement, ordinary wear and use thereof excepted. Failure to quit the premises will make the Licensee liable for additional payment of rent as determined by the Licensor.

30. LOST ARTICLES

Licensor shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the leased premises and the Licensee or any person in Licensee's employ shall not collect or interfere with the collection of custody of such articles.

31. NON-ASSIGNMENT

Licensee will not assign, transfer, subject or compromise any right, title or interest in this Agreement, without Licensor's prior written approval, which approval may be withheld by the Licensor in its sole discretion.

32. **REFUND OF TICKET REVENUE**

Licensor retains the right to make determination of ticket refunds for cause, in keeping with Licensor policy or retaining faith with the public.

33. **DEFAULT**

Licensee further covenants that, if any default is made in any provision(s) of this Agreement, this Agreement and the relationship of the parties at the option of the Licensor shall cease and terminate and the relationships of the parties shall be the same in all respects as if the Agreement had fully expired and the said Licensor may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said Licensee shall notwithstanding such re-entry pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by Licensor to enforce compliance with the Agreement, Licensor shall be entitled to the costs of suit and reasonable attorneys' fees.

34. **CIVIL RIGHTS**

Licensee agrees not to discriminate against any employee or any applicant for employment because of any reason prohibited by law, and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services, or privileges offered to or enjoyed by the general public.

35. **FORCE MAJEURE**

If the Event cannot take place, in whole or in part, because of an act of God, national emergency, war, labor dispute, fire casualty or other unforeseen occurrence or any other cause beyond the control of the Licensor or which Licensor is unable to avoid by exercise of due diligence, Licensor shall have no obligation or liability whatsoever to Licensee as a result thereof.

If the Event cannot take place, in whole or in part, because of an Act of God, national emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of Licensee or which Licensee is unable to avoid by the exercise of due diligence, Licensee shall have no obligation or liability whatsoever to Licensor as a result thereof.

36. SEVERABLE AGREEMENT

This is a severable agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

37. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the Licensor and the Licensee and no amendments or modifications shall be made to the Agreement, except in writing signed by both the Licensor and the Licensee.

38. DISCRETIONARY MATTERS

Any decision affecting any material not herein expressly provided for shall rest solely within the discretion of the Licensor, its President and Chief Executive Officer or its Senior Vice-President, Stadium/Arena.

39. RELATIONSHIP OF PARTIES

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the Licensee an agent or employee of the Licensor.

40. NOTICE

Any notice required or permitted to be given by the provisions hereof shall be conclusively deemed to have been received by a party hereto on the day it is delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or, if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such part at such address:

If to Licensee, at

Michael Krzyzewski
Head Men's Basketball Coach
Duke University
Box 90555
Durham, North Carolina 27708-0555

If to the Licensor, at

James Minish
Senior Executive Vice President, Facilities
New Jersey Sports and
Exposition Authority
East Rutherford, NJ 07073

with copies to:

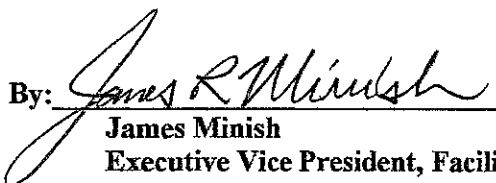
Mark Stefanacci, Esq.
Chief Operating Officer
New Jersey Sports and
Exposition Authority
East Rutherford, NJ 07073

41. CHOICE OF LAW

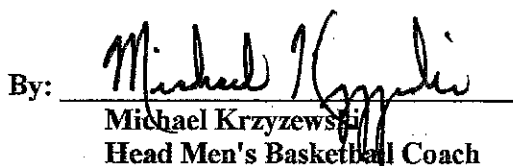
This Agreement shall be interpreted according to the laws of the State of New Jersey. Any actions brought in regard to this Agreement must be filed in the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY

By: 
James Minish
Executive Vice President, Facilities

DUKE UNIVERSITY

By: 
Michael Krzyzewski
Head Men's Basketball Coach

AGREEMENT

THIS AGREEMENT OF LICENSE made as of May 1, 2008, by and between the **NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as Licensor), and **XAVIER UNIVERSITY**, (hereinafter referred to as Licensee).

WITNESSETH

1. USE OF PREMISES

ARENA Under the terms and conditions hereof, the Licensor grants to Licensee to use and occupy that portion of the IZOD Center (hereinafter "Arena"), for the purpose of presenting the event described in Paragraph 2, below. The areas of use are as follows: The main arena and all seating areas, entries, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences and parking toll plazas, parking lots and roadways typically associated with maximum usage of the Arena. In addition, selected team locker room, interview rooms and lounges will be designated by the Licensor from existing locker room areas.

2. DESCRIPTION OF EVENT

**Men's NCAA Basketball Game
Duke University v. Xavier University
Date – December 20, 2008
Arena Doors Open - TBD
Game Time – TBD**

3. TIME OF USE

The Licensor agrees to have the Arena available to host the Event from 9:00 a.m. on the 20th day of December, 2008, and terminating at 5:00 p.m. on the 20th day of December, 2008. The Authority shall determine, in its sole discretion, if, and at what times the Arena court may be available for the teams to practice.

4. **REVENUE DISTRIBUTION AND EXPENSES**

In consideration for Licensor agreeing to host the Event and Licensee agreeing to play in the Event at the time set forth above, the parties agree to the following:

- Licensor shall pay Licensee \$80,000 for its appearance. Except as otherwise outlined in this Agreement, Licensee shall not be entitled to receive any additional revenue from the Event.
- Licensor shall be permitted to sell and retain all revenue from the sale of sponsorships to the game.
- Licensor shall not be entitled to receive any broadcast revenues from the Event.

5. **PAYMENT OF EXPENSES**

Except as otherwise agreed to in the Agreement, Licensor shall be responsible for all Arena expenses associated with the Event.

6. **ARENA NAME**

The Arena shall at all times be known as the IZOD Center or by such names as designated by the Licensor and shall not otherwise be designated by Licensee in any manner or in any publication, advertising or on any ticket, unless the Licensor first consents, in writing, to such other designation. Licensee shall similarly require that any Licensee agent refer to the Arena by the name so designated in any printed material or broadcast.

7. **SERVICES TO BE PROVIDED BY THE LICENSOR**

a. The Arena will be operated and maintained in good, clean, working order and operating condition by Licensor for Licensee's Event including, but not limited to, all turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces.

b. The Event staff necessary to operate the premises for the Event, such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. Licensor retains the right to determine the

appropriate number of security and staff personnel necessary to properly serve and protect the public.

8. BOX OFFICE FACILITIES

a. Licensor shall furnish Licensee a box office statement after the event. Ticket printing, the sale of the house and configuration of the seating shall be arranged through Licensor. **ALL SEATING WILL BE RESERVED.**

b. It is hereby agreed and understood that the Licensor currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the Arena.

c. Licensor will handle over-the-counter advance and day-of-event sales at the Arena ticket office. The Licensor's ticket manager will be responsible for properly depositing all monies, preparing box office statements, and other reports as are necessary and required.

9. CONCESSIONS

Licensor, through its concessionaire, shall operate the concessions and retain all revenues derived therefrom. Licensor reserves all rights with respect to the sale of concessions in the Arena and on the site of the entire Sports Complex, including, but not limited to, the sole right to sell or give away refreshments, candies, sandwiches, beverages, and other privileges. Licensee shall not engage in nor undertake the sale of any of the aforesaid or similar articles or privileges either before, during or after the Event or during any intermissions which might be provided during the Event. Licensee may not distribute free samples of food, beverage, or any product without prior written approval of Licensor.

10. MERCHANDISE

Licensee shall be entitled to enter into a separate agreement with Licensor's exclusive concessionaire, i.e. Aramark, for the sale to the concessionaire, of items of merchandise specific to the Event such as T-shirts, sweatshirts, hats, visors, novelties and other like merchandise. Licensor shall designate stand locations for merchandising such items.

11. BROADCAST RIGHTS

Licensee and its opponent shall have all rights for radio and television, internet and any other mutually agreed upon broadcasts of the Event originating from the Arena.

Licensor shall have no responsibility or liability for the radio or television broadcasting (including ad lib remarks of announcers) including but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent it is responsible for the origination of, or the contracting for, such broadcasting, the Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, representatives, agents, and employees from any and all claims, damages, liability, costs and expenses including reasonable attorney's fees arising from a radio or television broadcast, unless the claim or liability results from the negligence or willfulness of the Licensor or its employees or agents.

12. OTHER OBLIGATIONS OF LICENSEE

Licensee shall provide its intercollegiate basketball team for the Event and agrees to have the Supervisor of Officials of the Atlantic 10 Conference work with the Supervisor of Officials of the Atlantic Coast Conference to have a blended officiating crew work the Event.

13. OTHER OBLIGATIONS OF LICENSOR

a. Licensor will provide at its cost, heating/air conditioning, overhead lighting for ordinary use, use of the public address system, staff supervision, security services, medical personnel and facilities, ambulance service, box office personnel, operations and cleaning staff, press box staff and locker rooms of a kind and quantity generally provided at the Arena for intercollegiate athletic events.

b. Licensor will provide at its cost, a scoreboard operator, a scorekeeper, two clock operators, a statistics computer operator and assistant and a public address announcer.

c. All other services requested by Licensee will be at the expense of Licensee.

14. PARKING

Parking will be controlled and operated by Licensor or its designee, which will retain and be entitled to all receipts from said parking. A mutually agreed upon number of passes will be printed and presented by Licensor to Licensee for use at the Event.

15. WINNERS CLUB

Licensors shall operate, in conjunction with the concessionaire, the non-exclusive, Winners Club for the purpose of serving food and beverages. Use of the Winners Club shall be restricted to those persons attending the Event and not as a facility open to the general public. Licensee shall not be permitted to sell memberships to the Winners Club at the Club's entrance prior to or during the Event. Licensor shall have the sole right to determine access to the Winners Club.

The Licensor shall also retain the use and control of the two Franchise Rooms.

16. ADVERTISING SIGNS AND POSTERS

All advertising spaces on the premises of Licensor are the exclusive property of Licensor and all receipts therefrom shall accrue to Licensor.

Licensee shall not itself, nor through the Atlantic 10 Conference, the National Collegiate Athletic Association or any broadcaster with whom Licensee, the Atlantic 10 Conference, or the National Collegiate Athletic Association has an agreement to broadcast the games, permit the display utilizing electronic or computer technology, of any advertising device, logo or any material pertaining to any advertiser during such broadcasts in such a manner which would make it appear to the viewer of the broadcast that the advertising device, logo or material was in place at the Arena, without the expressed written consent of the Licensor, nor do anything to contribute to the creation of an impression that a relationship exists between any advertiser and Licensor, nor permit the display of any advertising device, logo or material of any advertiser whose product or service is in conflict with that of any advertiser with whom Licensor has a contractual relationship.

17. INSURANCE

Licensee shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensee which insures the Licensee's operations contemplated by this Agreement. Such General Liability insurance shall be written with a limit of at least \$1,000,000.00 (one million dollars) Combined Single Limit for Bodily Injury and Property Damage Liability, Personal Injury Liability. There shall be no exclusion or limitation or restriction with respect to claims made by participants. The Licensor shall be included as an additional insured.

A certificate of such insurance shall be provided to the Licensor by the Licensee. The policy shall also provide and the certificate shall so note, that the coverage may not be

cancelled or any major change in coverage be implemented without at least thirty (30) days' written notice given to the Licensor.

The Licensee shall also provide Worker's Compensation insurance for any of their employees as required by the Worker's Compensation and Occupational Disease Laws of the State of New Jersey. A certificate of such insurance shall also be provided to the Licensor.

The Licensor represents that it has Comprehensive General Liability insurance for any and all claims arising out of the structure or operations of the Licensor and the Licensor's personnel, agents, servants or representatives. Licensee shall be named as an additional insured under the policy. The Licensor shall provide proof of such insurance to Licensee.

The Licensor shall also insure against and be responsible for and Licensee shall have no liability for claims arising from the operation of vehicular traffic on the licensed premises including the parking lots operated pursuant to Paragraph 13.

The Licensor will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the Licensee. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds during the term of this Agreement, shall be damaged by the act, default, or negligence of Licensee, its agents, contractor or its patrons, the Licensee will pay to the Licensor out of ticket sale receipts, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, and with the exception of the fact that the withholding of such ticket sales receipts paid to Licensor shall not exceed the amount of the deductible under any Third-Party Property Damage Liability Insurance maintained by Licensee, if any, or, if Licensee does not maintain Third-Party Property Damage Liability insurance, then and in such event, the Licensor may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the Licensor. A certificate of such Third-Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to Licensor on request.

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Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensor against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor, of Licensee arising out of the activities conducted by Licensee, its agents, members, or guests. Licensee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

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All obligations and liabilities under this Agreement on the part of both parties are solely corporate or partnership liabilities and each party hereby releases each and every officer, agent, director, partner and member of the other party of and from any personal or individual liability under this Agreement, and no officer, agent, director, or member of either party shall at any time or under any circumstances be individually or personally liable under this Agreement or for any action taken hereunder by Licensee or otherwise in connection therewith, or for or on account of any failure on the part of that party hereunder, except with respect to fraud, intentional or willful misconduct, acts constituting a crime, malice, conduct outside the scope of employment or any other acts by an employee for which the Licensor would not be liable under the Tort Claims or Contractual Liability Acts.

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Licensee agrees that every person connected with Licensee's use of the Arena shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the Licensor for the governance and management of the Arena and, if the attention of Licensee is called to a violation on the part of Licensee, or any personnel employed by or admitted to said premises by Licensee, Licensee will immediately desist from and correct such violation.

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Licensee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building, nor shall make or allow to be made any alteration of any kind therein.

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Licensee further covenants that, if any default is made in any provision(s) of this Agreement, this Agreement and the relationship of the parties at the option of the Licensor shall cease and terminate and the relationships of the parties shall be the same in all respects as if the Agreement had fully expired and the said Licensor may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said Licensee shall notwithstanding such re-entry pay the full amount of said license fee as herein agreed to be paid. In case suit or

action is instituted by Licensor to enforce compliance with the Agreement, Licensor shall be entitled to the costs of suit and reasonable attorneys' fees.

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Licensee agrees not to discriminate against any employee or any applicant for employment because of any reason prohibited by law, and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services, or privileges offered to or enjoyed by the general public.

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Any decision affecting any material not herein expressly provided for shall rest solely within the discretion of the Licensor, its President and Chief Executive Officer or its Senior Vice-President, Stadium/Arena.

39. RELATIONSHIP OF PARTIES

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the Licensee an agent or employee of the Licensor.

40. NOTICE

Any notice required or permitted to be given by the provisions hereof shall be conclusively deemed to have been received by a party hereto on the day it is delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or, if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such part at such address:

If to Licensee, at
Xavier University
Michael Bobinski
Associate Vice President and
Director of Athletics
3800 Victory Parkway
Cincinnati, Ohio 45207-7530

If to the Licensor, at
James Minish
Senior Executive Vice President, Facilities
New Jersey Sports and
Exposition Authority
East Rutherford, NJ 07073

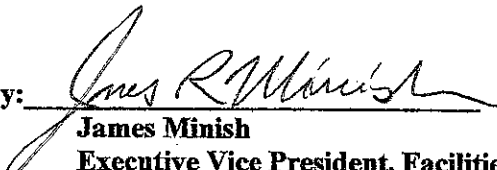
with copies to:
Mark Stefanacci, Esq.
Chief Operating Officer
New Jersey Sports and
Exposition Authority
East Rutherford, NJ 07073

41. CHOICE OF LAW


This Agreement shall be interpreted according to the laws of the State of New Jersey. Any actions brought in regard to this Agreement must be filed in the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

**NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY**

By: 
James Minish
Executive Vice President, Facilities

XAVIER UNIVERSITY

By: 
Michael Bobinski
Associate Vice President and
Director of Athletics



Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

November 4, 2008

Mr. Tom Brady
Xavier University - Assistant Director, Alumni Chapters
National Alumni Association
3800 Victory Parkway
Cincinnati, OH. 45207-7760

Dear Mr. Brady:

Please let this correspondence serve as a Sponsorship Agreement to be signed by each responsible party.

The Agreement shall be between The New Jersey Sports and Exposition Authority (NJSEA / Meadowlands) and Xavier University – National Alumni Association, for a hospitality sponsorship program at the IZOD Center (Duke vs. Xavier) on December 20th, 2008.

Xavier University – National Alumni Association will receive:

*Hospitality Components **

Marketing/Merchandising Term

The components outlined above would be implemented for the Duke vs. Xavier Basketball Game only, December 20th, 2008.

Xavier University – National Alumni Association is responsible for any temporary signage, display inside the hospitality location.

Investment and Terms

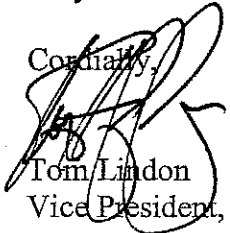
Xavier University – National Alumni Association investment:

Hospitality Fee:	\$14,700 – Food & Beverage Cost
	\$400 - Additional Drapery
	\$236 – Additional Cocktail Style Tables + Linens
	Total - \$15,336 – Check Payable to the NJSEA

\$5,000 is to be paid at time of signing letter of intent - by check payable to the NJSEA
\$10,336 Balance, is to be paid by December 1st, 2008 - by check payable to the NJSEA

The agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any actions brought in regard to this agreement must be filed in the State of New Jersey.

Please indicate your approval by signing below and returning both originals to my attention. A fully executed copy will be returned for your files.

Cordially,

 Tom Lindon
 Vice President, Sales & Marketing Partnerships

- cc: R. VanDeVeen
- M. Stefanacci
- H. Strus
- M. Graime
- C. Tamburri
- B. Greene

Approved and Accepted by:

T.P. Brady
Name (signature)

11-19-08
Date

Thomas P. Brady
Name (print)

Assistant Director, Alumni Chapters
Title

Approved and Accepted by:

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

Ron VanDeVeen
Ron VanDeVeen

11-24-08
Date

Senior Vice President and General Manager Stadium/Arena

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of October, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Event Services, Inc., a wholly owned subsidiary of World Wrestling Entertainment, Inc. P.O. Box 3857, 1241 East Main Street, Stamford, Conn. 06902 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

WWE presents Smackdown/ECW
Date: December 30, 2008
Time: 6:45pm – 10:15pm
Event Length: 3 hours 30 minutes

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00am on the 30th day of December, 2008 and to the 31st day of December, 2008 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of 12.5% of gross admissions revenues, plus a flat expense fee of \$20,000. Gross admissions revenues shall be defined as the total amount derived from the sale of tickets less only the NJ State sales tax. The Authority will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the Authority for the production of the Event.

The LICENSEE will be required to pay for stagehands, insurance, credit card charges, phone charges, ASCAP/BMI Music License Fee, lights, sound, staging, valet service, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel (excluding stagehands) required to move-in the Event, operate the Event and move-out the Event. Authority retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime

resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the AUTHORITY all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the AUTHORITY undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total for groups of 15 or more on ticket prices \$38.00 and \$28.00 and up to 300 seats priced at \$53.00 and up to 300 seats priced at \$43.00. Prices are \$5.00 off each ticket's regular price.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

WWE presents Smackdown/ECW

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE and the AUTHORITY, which insures all operations of the AUTHORITY and LICENSEE contemplated by this Agreement, and at the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any agents or performers and any contractors or sub-contractors retained by the LICENSEE. Coverage may be provided under one policy naming both AUTHORITY and LICENSEE as named insured or separate policies may be provided.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or

with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 75% to WWE, Inc. 25% to ARAMARK.
ARAMARK to provide and pay for sellers. Taxes, bootleg security and credit cards off the top.

17. **BROADCAST RIGHTS**

AUTHORITY grants all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSEE shall be responsible for any additional union labor or fees due to the broadcast.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including,

but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

AUTHORITY grants to LICENSEE the right to record, either visual or audio the event. LICENSEE shall be responsible for any additional union labor or fees due to filming, taping or recording the event. LICENSEE will negotiate the fees directly with Local 632.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, (other than existing building spots), or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at :5:45 pm

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

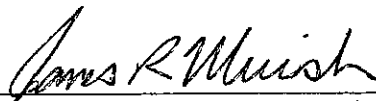
44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

ADDENDUM

Lessor shall not lease the Facility for use by or in connection with any professional wrestling performance, competition, exhibition or event (collectively a "Wrestling Event") which will occur during the period which (i) begins ninety (90) days prior to the starting date of Lessee's Wrestling Event at the Facility and (ii) ends Sixty (60) days after the ending date of Lessee's Wrestling Event at the Facility (the "Exclusivity Period"). Nor shall Lessor permit any of the real, personal, tangible or intangible property, equipment or licenses belonging to or associated with the Facility or the Lessor (collectively "Lessor's Assets") to be used during the Exclusivity Period in connection with the production staging, exhibition, performance, broadcast or telecast of any Wrestling Event intended to be held at the Facility at any time, whether or not during the Exclusivity Period. Nor shall the Lessor permit any of the Lessor's Assets to be utilized during the Exclusivity Period (i) for the advertising, promotion, broadcast or telecast of, or the furnishing of publicity for, any Wrestling Event which is scheduled or intended to occur at any time, whether or not such Wrestling Event would occur during the Exclusivity Period, or (ii) for any advertising, promotion, broadcast or telecast utilizing or publicizing any name, logo, trademark or service mark belonging to or associated with any promoter, or producer of live, broadcast or telecast Wrestling Events other than Events Service Inc. or World Wrestling Entertainment, Inc. In addition, during the time period in which tickets are on sale for a Wrestling Event to be held at the Facility by Lessee or World Wrestling Entertainment, Inc., the Lessor shall not sell or permit the use of any of Lessor's Assets for the sale, advertising, promotion or distribution of any tickets for any other Wrestling Event. Further, Lessor

covenants and agrees that it will cause each of its parents, subsidiaries, affiliates, representatives, agents, employees, successors and assigns to refrain from any act which Lessor has agreed not to take and to prevent any action which Lessor has agreed to prevent.



For the Venue James R. Minish
Executive Vice President - Facilities

10/17/08
Date



For Event Services, Inc.

10/13/08
Date

THIS ADDENDUM IS ANNEXED TO THIS CONTRACT AND INCORPORATED WITHIN THE TERMS AND CONDITIONS HEREIN STATED. SIGNATURES OF BOTH THE VENUE AND EVENT SERVICES, INC. MUST BE AFFIXED.

* It is understood that the exclusivity provisions noted above shall not apply to other family show events or mixed martial arts events to be held at the venue.

* WWE hereby agrees not to stage another World Wrestling Entertainment event within 30 miles of the venue in the State of New Jersey in exchange for such exclusivity rights during the full exclusivity period that applies to the venue noted within this addendum.

**EVENT SERVICES, INC.
STANDARD CONTRACT ADDENDUM**

1. COMPLIMENTARY TICKETS

Complimentary tickets shall be under the exclusive control of Event Services, Inc a wholly-owned subsidiary of World Wrestling Entertainment, Inc. and shall be issued in an amount deemed necessary by Event Services, Inc. for the purpose of promoting this event. For the purpose of settlement, where permitted by law, complimentary tickets shall have a \$0 face value.

Notwithstanding the above, the Authority shall have the right to use up to 50 complimentary tickets at its discretion.

2. PARKING

It is agreed that all venues with parking facilities shall provide free parking to Event Services, Inc. and World Wrestling Entertainment, Inc. talent and agents on a first come first serve basis upon presentation of appropriate Event Parking Permits.

3. TICKET MANIFEST

Licensor/Lessor shall provide Event Services, Inc. as soon as practicable, but in no case less than two weeks prior to the event, with a complete manifest setting forth the number of tickets for the event, ticket pricing and other related information.

4. CONCESSIONS

Neither the licensor/lessor nor his concessionaire shall sell its own souvenirs, novelty items, t-shirts, programs, DVD's, CD's or Videos at this event. Only official World Wrestling Entertainment, Inc. merchandise provided by World Wrestling Entertainment, Inc. shall be sold. Licensor/Lessor further acknowledge that no intermission will be held for Event Services Inc./World Wrestling Entertainment, Inc. Televised or Pay Per View events.

5. GROUP TICKETS

Group Sales will be offered by the Licensor/Lessor with the prior approval of Event Services, Inc.

See Section 5(d) of venue contract.

6. CLUB SEATS/SUITES

No Club Seats or Suites are to be sold at premiums unless approved by Event Services, Inc.

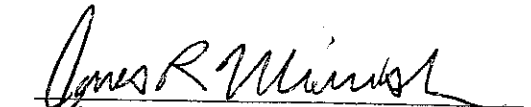
7. ANCILLARY RIGHT

LICENSOR/LESSOR shall not cause or allow any person or entity to videotape, film, photograph, record, distribute, communicate, publish, transmit, broadcast, exhibit, or reproduce in any manner whatsoever for any media whatsoever whether now known or hereinafter devised ("Record") any activities surrounding the Event at the venue, which include, but are not limited to the following: set-up, staging, rehearsals, meetings, prerecording elements, the Event itself, and any other WWE-related activities during the term of the contract without the express prior written consent of WWE ("Protected Activities"). If LICENSOR/LESSOR directly or indirectly cause, or allow any person or entity to Record such Protected Activities, WWE shall be entitled to equitable relief and such other relief as any court of competent jurisdiction may deem just and proper.

LICENSOR/LESSOR certifies that the venue may be photographed, videotaped or otherwise recorded by WWE in connection with the Event. LICENSOR/LESSOR grants WWE the sole and exclusive right, including the right to authorize others, to use and incorporate any photographs and/or footage obtained at the venue, in connection with any exploitation, advertising, promotion and/or packaging, including but not limited to, publications, radio, television, home video or other motion picture programs or sound recordings ("Products") at such times and in such manner as WWE may elect in perpetuity throughout the world, and to publish and/or broadcast, exhibit and/or exploit and/or reproduce the same in any and all media, whether now or hereinafter known or devised. LICENSOR/LESSOR further acknowledges and agrees that WWE shall be under no obligation to use or exploit the photos and/or footage obtained at the venue; that LICENSOR/LESSOR shall not be entitled to any further payments, residuals, monies or other compensation arising out of WWE's exploitation of the photos and/or footage in any manner and that the photos and/or footage shall be the sole and exclusive property of WWE in perpetuity. In this regard, the photos and/or footage shall be deemed created for the benefit of WWE as a work made for hire as defined in the United States Copyright Act of 1976.

Notwithstanding the above, WWE agrees to comply with all payments of any recording made in the venue as per paragraph 18 of the Venue Contract.

JRM



LICENSOR/LESSOR

James R. Minish
Executive Vice President
Facilities



LICENSEE/LESSEE

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

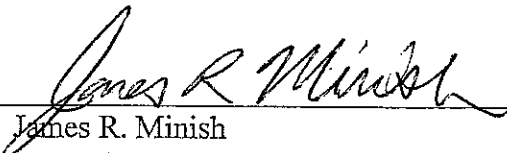
The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**

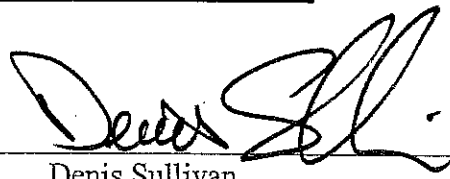
The ARENA shall at all times be known as IZOD CENTER or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

*Addendum annexed hereto is incorporated herein
and subject to the terms of this agreement

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

EVENT SERVICES, INC.

BY 
Denis Sullivan
Vice President – Event Booking

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. TBD - Using curtain system

<u>Area</u>	<u>Price</u>
Floor	\$78.00
Floor, Lower Tier	\$53.00
Lower Tier	\$43.00
Upper Tier	\$38.00
Upper Tier	\$28.00

B. The AUTHORITY shall have the right to cause to be set aside for its purchase up to TBD tickets per show.

C. The AUTHORITY has the right to hold seats for suite relocation for obstructed view suites due to production. These tickets are complimentary.

D. The ticket prices above include a \$3.00 facility fee, which shall be split 50% Authority / 50% LICENSEE after deducting any applicable taxes.

2. SUITE REVENUE DISTRIBUTION

A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSEE: ^{TBD} ~~1%~~ of capacity of which 50 tickets shall be allocated to the AUTHORITY per show.



NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President - Facilities

EVENT SERVICES, INC.

BY David [Signature]

Denis Sullivan
Vice President – Event Booking

AMENDMENT

AMENDMENT made this 22nd day of January, 2009, to the AGREEMENT dated May 22nd, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Motor Sports, Inc., hereinafter referred to as LICENSEE.

A. LICENSEE definition shall be changed from Live Nation Motor Sports, Inc. to the following: "Feld Motor Sports, Inc."

B. Section 9 shall be deleted in its entirety and replaced with the following:

"(a) Each party shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such Commercial General Liability insurance shall have a total limit of not less than Five Million Dollars (\$5,000,000), either by an individual primary policy or through a combination of a primary and umbrella policy for bodily injury and property damage liability, personal injury liability and coverage for the negligence of any employees or agents and any contractors or subcontractors retained by the insured. The policy shall be written on an occurrence form. Each party shall name the other party as an additional insured on its Commercial General Liability insurance coverage hereunder. Neither party will do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

(b) Each party shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that such party may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

(c) LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against LICENSEE. This waiver will not apply to any deductible applied under this policy.

(d) If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its employees or agents, LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under the Property Damage Liability insurance maintained by LICENSOR.

(e) LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all of its employees and agents admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any person acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy (including the deductible).

(f) Each party shall provide certificates of all such insurance to the other party in advance of the event. The policies shall also provide, and the certificates shall so

note, that the coverage may not be canceled or any major change in coverage be implemented without at least thirty (30) days prior written notice given to the other party."

C. Section 12 shall be deleted in its entirety and replaced with the following:

"Each party (each, an "Indemnifying Party") agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the other party (each, an "Indemnified Party") against any and all claims for loss, injury or damages to persons or property, including, without limitation, reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim, arising out of the breach of this Agreement or the negligence of the Indemnifying Party in connection with the event or any operations contemplated by this Agreement."

Except as modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

LICENSOR:

NEW JERSEY SPORTS AND
AUTHORITY

By:


James R. Minish
Executive Vice President- Facilities

LICENSEE:

FELD MOTOR SPORTS, INC.

By:


Charlie Mancuso
President

AMENDMENT

AMENDMENT made this 22nd day of January, 2008, to the AGREEMENT dated May 22nd, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Motor Sports, Inc., hereinafter referred to as LICENSEE.

A. LICENSEE definition shall be changed from Live Nation Motor Sports, Inc. to the following: "Feld Motor Sports, Inc."

B. Section 9 shall be deleted in its entirety and replaced with the following:

"(a) Each party shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such Commercial General Liability insurance shall have a total limit of not less than Five Million Dollars (\$5,000,000), either by an individual primary policy or through a combination of a primary and umbrella policy for bodily injury and property damage liability, personal injury liability and coverage for the negligence of any employees or agents and any contractors or subcontractors retained by the insured. The policy shall be written on an occurrence form. Each party shall name the other party as an additional insured on its Commercial General Liability insurance coverage hereunder. Neither party will do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

(b) Each party shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that such party may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

(c) LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against LICENSEE. This waiver will not apply to any deductible applied under this policy.

(d) If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its employees or agents, LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under the Property Damage Liability insurance maintained by LICENSOR.

(e) LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all of its employees and agents admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any person acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy (including the deductible).

(f) Each party shall provide certificates of all such insurance to the other party in advance of the event. The policies shall also provide, and the certificates shall so

note, that the coverage may not be canceled or any major change in coverage be implemented without at least thirty (30) days prior written notice given to the other party."

C. Section 12 shall be deleted in its entirety and replaced with the following:

"Each party (each, an "Indemnifying Party") agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the other party (each, an "Indemnified Party") against any and all claims for loss, injury or damages to persons or property, including, without limitation, reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim, arising out of the breach of this Agreement or the negligence of the Indemnifying Party in connection with the event or any operations contemplated by this Agreement."

Except as modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

LICENSOR:

NEW JERSEY SPORTS AND
AUTHORITY

By:


James R. Minish
Executive Vice President- Facilities

LICENSEE:

FELD MOTOR SPORTS, INC.

By:


Charlie Mancuso
President

From: "Curley, Michael" <mcurley@feldinc.com>
To: "Matthew Bell" <MBell@NJSEA.COM>
Date: 1/27/2009 6:36 PM
Subject: RE: Monster Jam
Attachments: ERutherford.MS.amend.signed.pdf

Here it is. Signed by our VP of Marketing, Ken Hudgens.

-----Original Message-----

From: Matthew Bell [mailto:MBell@NJSEA.COM]
Sent: Tuesday, January 27, 2009 4:27 PM
To: Curley, Michael
Subject: Monster Jam

Michael

Did you have any luck getting the amentment signed?

Matt

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of May, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Motor Sports, Inc., 4255 Meridian Parkway, Aurora, IL 60504 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Monster Jam

Date(s) & Times(s):

January 29, 2009 – Load In

January 30, 2009 – 7:30 PM

January 31, 2009 – 2:00 PM & 7:30 PM

Event Length(s): 2 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 29th day of January, 2009 and to the 1st day of February, 2009 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present proof of such contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

d. **SPACING:** It is agreed that LICENSOR will not allow the performance of any motor sport event, or any show or exhibition having motor sport vehicles included in it, for a period commencing ninety (90) days prior to the Event hereunder and ending ninety (90) days after the Event. LICENSOR agrees that if any motor sport event is scheduled after the periods indicated, LICENSOR will not, without LICENSEE'S prior written consent, advertise or publicize performances of any such event until after this Event. Should LICENSOR breach or threaten to breach any of the foregoing provisions of this paragraph, LICENSEE shall be entitled to injunctive and such other equitable relief as may be appropriate for such breach or threatened breach.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, LICENSOR and LICENSEE shall split the gross admission proceeds as follows:

Gross Admission Proceeds of \$500,000 or less

85% to LICENSEE

15% to LICENSOR

Gross Admission Proceeds of \$500,001 or greater

90% to LICENSEE

10% to LICENSOR

Gross Admission Proceeds shall be defined as the total sum of all tickets sold less the 7% New Jersey State Sales tax on tickets. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the New Jersey Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and approved expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall be responsible for payment of Operations (stagehands, electricians, plumbers, carpenters, laborers, etc.) for the removal and installation of ice and hockey dasher boards, Per Diem Staff (Security, Admissions, Box Office, Medical, Multimedia, Fire Department, etc.), Cleaning, Event Supervision, New Jersey State Police, miscellaneous supplies (paint for ice, ambulance, etc.), set up fees and utilities and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

LICENSEE will be required to pay for advertising, insurance, credit card costs, stagehand labor (spotlight operators), sound board operator, video board operator, back of

house medical needs, high speed internet (\$250 installation and \$75 per additional day of use) backstage stage and barricade security (if other than house security), dressing room furniture in excess of the in-house tables and chairs that are typically provided, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI/SESAC Music License Fees, hospitality, catering, sound check or event parties, transportation and any other event related cost.

LICENSOR will provide to LICENSEE a written estimate outlining anticipated building costs and expenses no less than fourteen (14) days prior to event. A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

LICENSOR agrees to immediately notify LICENSEE'S representative of any purported damages to the Venue for which LICENSOR claims reimbursement from LICENSEE prior to any repairs being made or authorized by LICENSOR or its agents.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, diamond vision and matrix boards, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, police, front of house medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the reasonable approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies at LICENSEE'S request, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets** at LICENSEE'S request, it will be reimbursed at a rate of 10% (ten percent) of sales total on groups of 20 or more. This has been agreed to by both parties for the Event.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Monster Jam

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00

comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. COMPLIANCE WITH LAWS AND REGULATIONS

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the

management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly applicable taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand. As defined on page one LICENSOR will remit sales tax of 7% and applicable additional taxes will be the responsibility of LICENSEE.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such agreed upon settlement items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after final settlement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR reasonably deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off

power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall settle separately with ARAMARK (the exclusive merchandiser of the LICENSOR) after the Event, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75% to LICENSEE/ 25% to LICENSOR with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85% to LICENSEE/ 15% to LICENSOR on CD's and DVD's only.

17. **BROADCAST RIGHTS**

Notwithstanding the foregoing, it is expressly understood and agreed that Licensee shall retain all television and video recording rights, including without limitation, the right to produce a video (or recording of any type whatsoever, including a home video for resale purposes) composed in whole or in part of the Event's activities; and the Licensor grants Licensee the right to show the Venue and Licensed space in any such recording or video without any further compensation to Licensor. The Licensor has the right to require advance payment to the Licensor of any estimate related costs to be incurred by Licensor.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

Notwithstanding the above, LICENSEE permits LICENSOR to use photographs and video material for in house promotional uses only.

18. **RECORDING**

Both parties agree that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. Written approval from the LICENSOR is deemed to be granted upon execution of this agreement. Should LICENSEE choose to exercise its recording privileges, it is agreed that LICENSEE will be responsible for paying any increased labor costs incurred as a result of such recording.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including reasonable legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files reasonable written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSOR per paragraph 3 herein, including any related costs incurred by the LICENSOR. The LICENSEE shall be responsible for any excessive costs beyond the reasonable requirements of the Event.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, the labor to run such spotlight shall be paid for by LICENSEE at current rates in effect in said building. The actual spotlights themselves shall be included in the structure of the deal as outlined on pages two (2) and three (3) herein. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications. The LICENSEE shall be responsible for any excessive costs beyond the reasonable requirements of the Event.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement provided such indemnity shall not apply to the negligence or willful misconduct of LICENSOR it's agents, employees or representatives. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days written notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

LICENSOR agrees to immediately notify LICENSEE'S representative of any purported damages to the Venue for which LICENSOR claims reimbursement from LICENSEE prior to any repairs being made or authorized by LICENSOR or its agents.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except on the arena floor and walls/dashers enclosing the floor, upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR. It is understood and agreed that LICENSEE'S Event shall at no time cover up Venue's permanent signage.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All Venue advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR. It is understood and agreed that the Event has sponsors and the Event sponsors shall be represented on the matrix and diamondvision boards and on the arena floor/event space provided that LICENSEE'S sponsors do not conflict with the existing exclusive sponsors of the Venue.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave

exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole reasonable discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Events at the following times:

January 30, 2009 – 6:30 PM

January 31, 2009 – 1:00 PM & 6:30 PM

34. **REFUND OF TICKET REVENUE**

LICENSOR and LICENSEE shall mutually determine the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to non motor sport future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or any part thereof at the times above specified, or if any material default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

Both parties agree not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or LICENSEE or which the LICENSOR or LICENSEE are unable to avoid by exercise of due diligence, LICENSOR and LICENSEE shall have no obligation or liability whatsoever to each other as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event and allow a reasonable chance to cure.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**


The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. **CONFIDENTIALITY**


Neither party will disclose any of the terms of this Agreement, including any financial or accounting information related to the Event(s) that is the subject of this Agreement, including but not limited to, box office receipts (i.e. gross ticket sales revenue or quantity of tickets sold), rental/license fee financial terms, or any other financial information relating to receipts or expenses associated with the Event(s), to any third party without prior written permission of the other party, except (i) as may be required by a Court of law, (ii) when such disclosure is made to a party's accountants or consultants for purposes of preparing financial or tax documents necessary for the operation of its business, or (iii) where a publicly owned venue institution is required to do so pursuant to a validly issued request under the applicable Freedom of Information Act or other state laws, such as the Open Public Records Act (OPRA), or Sunshine Laws (hereafter collectively "FOIA"); provided however, that Live Nation receives written

notice from Licensor of the FOIA request at least three (3) business days prior to any such disclosure.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION MOTOR SPORTS, INC.

By 

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Adults	\$25.00
Children 12 and under	\$12.50

Ticket prices at all levels will be \$2.00 extra on the day of the event.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.
- D. It is understood that LICENSOR does not collect a facility fee on tickets sold.

2. **SUITE REVENUE DISTRIBUTION**

- A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE at no additional cost.


3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:


LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

LICENSEE: A reasonable number of tickets according to show requirements.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION MOTOR SPORTS, INC.

By 

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of May, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Motor Sports, Inc., 4255 Meridian Parkway, Aurora, IL 60504 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Monster Jam

Date(s) & Times(s):

January 29, 2009 – Load In

January 30, 2009 – 7:30 PM

January 31, 2009 – 2:00 PM & 7:30 PM

Event Length(s): 2 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 29th day of January, 2009 and to the 1st day of February, 2009 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present proof of such contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

d. **SPACING:** It is agreed that LICENSOR will not allow the performance of any motor sport event, or any show or exhibition having motor sport vehicles included in it, for a period commencing ninety (90) days prior to the Event hereunder and ending ninety (90) days after the Event. LICENSOR agrees that if any motor sport event is scheduled after the periods indicated, LICENSOR will not, without LICENSEE'S prior written consent, advertise or publicize performances of any such event until after this Event. Should LICENSOR breach or threaten to breach any of the foregoing provisions of this paragraph, LICENSEE shall be entitled to injunctive and such other equitable relief as may be appropriate for such breach or threatened breach.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, LICENSOR and LICENSEE shall split the gross admission proceeds as follows:

Gross Admission Proceeds of \$500,000 or less

85% to LICENSEE

15% to LICENSOR

Gross Admission Proceeds of \$500,001 or greater

90% to LICENSEE

10% to LICENSOR

Gross Admission Proceeds shall be defined as the total sum of all tickets sold less the 7% New Jersey State Sales tax on tickets. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the New Jersey Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and approved expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall be responsible for payment of Operations (stagehands, electricians, plumbers, carpenters, laborers, etc.) for the removal and installation of ice and hockey dasher boards, Per Diem Staff (Security, Admissions, Box Office, Medical, Multimedia, Fire Department, etc.), Cleaning, Event Supervision, New Jersey State Police, miscellaneous supplies (paint for ice, ambulance, etc.), set up fees and utilities and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

LICENSEE will be required to pay for advertising, insurance, credit card costs, stagehand labor (spotlight operators), sound board operator, video board operator, back of

house medical needs, high speed internet (\$250 installation and \$75 per additional day of use) backstage stage and barricade security (if other than house security), dressing room furniture in excess of the in-house tables and chairs that are typically provided, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI/SESAC Music License Fees, hospitality, catering, sound check or event parties, transportation and any other event related cost.

LICENSOR will provide to LICENSEE a written estimate outlining anticipated building costs and expenses no less than fourteen (14) days prior to event. A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

LICENSOR agrees to immediately notify LICENSEE'S representative of any purported damages to the Venue for which LICENSOR claims reimbursement from LICENSEE prior to any repairs being made or authorized by LICENSOR or its agents.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, diamond vision and matrix boards, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, police, front of house medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the reasonable approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies at LICENSEE'S request, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets** at LICENSEE'S request, it will be reimbursed at a rate of 10% (ten percent) of sales total on groups of 20 or more. This has been agreed to by both parties for the Event.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Monster Jam

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00

comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. COMPLIANCE WITH LAWS AND REGULATIONS

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the

management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly applicable taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand. As defined on page one LICENSOR will remit sales tax of 7% and applicable additional taxes will be the responsibility of LICENSEE.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such agreed upon settlement items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after final settlement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR reasonably deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off

power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall settle separately with ARAMARK (the exclusive merchandiser of the LICENSOR) after the Event, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75% to LICENSEE/ 25% to LICENSOR with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85% to LICENSEE/ 15% to LICENSOR on CD's and DVD's only.

17. **BROADCAST RIGHTS**

Notwithstanding the foregoing, it is expressly understood and agreed that Licensee shall retain all television and video recording rights, including without limitation, the right to produce a video (or recording of any type whatsoever, including a home video for resale purposes) composed in whole or in part of the Event's activities; and the Licensor grants Licensee the right to show the Venue and Licensed space in any such recording or video without any further compensation to Licensor. The Licensor has the right to require advance payment to the Licensor of any estimate related costs to be incurred by Licensor.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

Notwithstanding the above, LICENSEE permits LICENSOR to use photographs and video material for in house promotional uses only.

18. **RECORDING**

Both parties agree that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. Written approval from the LICENSOR is deemed to be granted upon execution of this agreement. Should LICENSEE choose to exercise its recording privileges, it is agreed that LICENSEE will be responsible for paying any increased labor costs incurred as a result of such recording.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including reasonable legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files reasonable written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSOR per paragraph 3 herein, including any related costs incurred by the LICENSOR. The LICENSEE shall be responsible for any excessive costs beyond the reasonable requirements of the Event.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, the labor to run such spotlight shall be paid for by LICENSEE at current rates in effect in said building. The actual spotlights themselves shall be included in the structure of the deal as outlined on pages two (2) and three (3) herein. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications. The LICENSEE shall be responsible for any excessive costs beyond the reasonable requirements of the Event.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement provided such indemnity shall not apply to the negligence or willful misconduct of LICENSOR it's agents, employees or representatives. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days written notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

LICENSOR agrees to immediately notify LICENSEE's representative of any purported damages to the Venue for which LICENSOR claims reimbursement from LICENSEE prior to any repairs being made or authorized by LICENSOR or its agents.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except on the arena floor and walls/dashers enclosing the floor, upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR. It is understood and agreed that LICENSEE'S Event shall at no time cover up Venue's permanent signage.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All Venue advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR. It is understood and agreed that the Event has sponsors and the Event sponsors shall be represented on the matrix and diamondvision boards and on the arena floor/event space provided that LICENSEE'S sponsors do not conflict with the existing exclusive sponsors of the Venue.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave

exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole reasonable discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Events at the following times:

January 30, 2009 – 6:30 PM

January 31, 2009 – 1:00 PM & 6:30 PM

34. **REFUND OF TICKET REVENUE**

LICENSOR and LICENSEE shall mutually determine the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to non motor sport future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or any part thereof at the times above specified, or if any material default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

Both parties agree not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or LICENSEE or which the LICENSOR or LICENSEE are unable to avoid by exercise of due diligence, LICENSOR and LICENSEE shall have no obligation or liability whatsoever to each other as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event and allow a reasonable chance to cure.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. **CONFIDENTIALITY**

Neither party will disclose any of the terms of this Agreement, including any financial or accounting information related to the Event(s) that is the subject of this Agreement, including but not limited to, box office receipts (i.e. gross ticket sales revenue or quantity of tickets sold), rental/license fee financial terms, or any other financial information relating to receipts or expenses associated with the Event(s), to any third party without prior written permission of the other party, except (i) as may be required by a Court of law, (ii) when such disclosure is made to a party's accountants or consultants for purposes of preparing financial or tax documents necessary for the operation of its business, or (iii) where a publicly owned venue institution is required to do so pursuant to a validly issued request under the applicable Freedom of Information Act or other state laws, such as the Open Public Records Act (OPRA), or Sunshine Laws (hereafter collectively "FOIA"); provided however, that Live Nation receives written

notice from Licensor of the FOIA request at least three (3) business days prior to any such disclosure.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By



James R. Minish
Executive Vice President -- Facilities

LIVE NATION MOTOR SPORTS, INC.

By



**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity -- TBD

<u>Area</u>	<u>Price</u>
Adults	\$25.00
Children 12 and under	\$12.50

Ticket prices at all levels will be \$2.00 extra on the day of the event.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.
- D. It is understood that LICENSOR does not collect a facility fee on tickets sold.

2. **SUITE REVENUE DISTRIBUTION**

- A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE at no additional cost.


3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

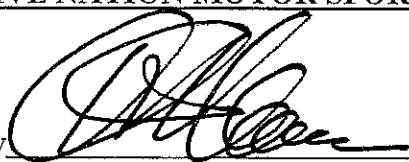
LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

LICENSEE: A reasonable number of tickets according to show requirements.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION MOTOR SPORTS, INC.

By 

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of November, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Feld Motor Sports, Inc. 4255 Meridian Parkway, Aurora, IL 60504 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT (the "Event"):**

Freestyle Motocross

Date(s) & Times(s):

February 28, 2009 -- 7:30 pm -- 10:30 pm

Event Length(s): 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 28th day of February, 2009 and to the 1st day of March, 2009 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the Event. LICENSEE will present proof of such contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

d. **SPACING:** It is agreed that LICENSOR will not allow the performance of any motor sport event, or any show or exhibition having motor sport vehicles included in it, for a period commencing ninety (90) days prior to the Event hereunder and ending ninety (90) days after the Event. LICENSOR agrees that if any motor sport event is scheduled after the periods indicated, LICENSOR will not, without LICENSEE'S prior written consent, advertise or publicize performances of any such event until after this Event. Should LICENSOR breach or threaten to breach any of the foregoing provisions of this paragraph, LICENSEE shall be entitled to injunctive and such other equitable relief as may be appropriate for such breach or threatened breach.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, LICENSOR and LICENSEE shall split the gross admission proceeds as follows:

Gross Admission Proceeds of \$300,000 or less

80% to LICENSEE
20% to LICENSOR

Gross Admission Proceeds of \$300,001 or greater

75% to LICENSEE
25% to LICENSOR

Gross Admission Proceeds shall be defined as the total sum of all tickets sold less the 7% New Jersey State Sales tax on tickets. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the New Jersey Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and approved expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall be responsible for payment of Operations (stagehands, electricians, plumbers, carpenters, laborers, etc.) for the removal and installation of ice and hockey dasher boards, Per Diem Staff (Security, Admissions, Box Office, Medical, Multimedia, Fire Department, etc.), Cleaning, Event Supervision, New Jersey State Police, miscellaneous supplies (paint for ice, ambulance, etc.), set up fees and utilities and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

LICENSEE will be required to pay for advertising, insurance, credit card costs, stagehand labor (spotlight operators), sound board operator, video board operator, back of

house medical needs, high speed internet (\$250 installation and \$75 per additional day of use) backstage stage and barricade security (if other than house security), dressing room furniture in excess of the in-house tables and chairs that are typically provided, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI/SESAC Music License Fees, hospitality, catering, sound check or event parties, transportation and any other event related cost.

LICENSOR will provide to LICENSEE a written estimate outlining anticipated building costs and expenses no less than fourteen (14) days prior to event. A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

LICENSOR agrees to immediately notify LICENSEE'S representative of any purported damages to the Venue for which LICENSOR claims reimbursement from LICENSEE prior to any repairs being made or authorized by LICENSOR or its agents.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, diamond vision and matrix boards, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. Licensor will provide, employ or contract and control the Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, police, front of house medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the reasonable approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies at LICENSEE'S request, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets** at LICENSEE'S request, it will be reimbursed at a rate of 10% (ten percent) of sales total on groups of 20 or more. This has been agreed to by both parties for the Event.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the Event except in the case of an event of Force Majeure,, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the Event.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Freestyle Motocross

b. Production of the participants in the Event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

(a) Each party shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the Engagement and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such Commercial General Liability insurance shall have a total limit of not less than Five Million Dollars (\$5,000,000), either by an individual primary policy or through a combination of a primary and umbrella policy for bodily injury and property damage liability, personal injury liability and coverage for the negligence of any employees or agents and any contractors or subcontractors retained by the insured. The policy shall be written on an occurrence form. Each party shall name the other party as an additional insured on its Commercial General Liability insurance coverage hereunder. Neither party will do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

(b) Each party shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that such party may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

(c) LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against LICENSEE. This waiver will not apply to any deductible applied under this policy.

(d) If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its employees or agents, LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under the Property Damage Liability insurance maintained by LICENSOR.

(e) LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all of its employees and agents admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any person acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy (including the deductible).

(f) Each party shall provide certificates of all such insurance to the other party in advance of the Engagement. The policies shall also provide, and the certificates shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least thirty (30) days prior written notice given to the other party.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever by LICENSEE or its employees or agents shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the Event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement provided such indemnity shall not apply to the negligence or willful misconduct of LICENSOR its agents, employees or representatives. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days written notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

18. **RECORDING**

Both parties agree that no recording, either visual or audio of any kind will be made of the Event without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. Written approval from the LICENSOR is deemed to be granted upon execution of this agreement. Should LICENSEE choose to exercise its recording privileges, it is agreed that LICENSEE will be responsible for paying any increased labor costs incurred as a result of such recording.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including reasonable legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files reasonable written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel the Event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSOR per paragraph 3 herein, including any related costs incurred by the LICENSOR. The LICENSEE shall be responsible for any excessive costs beyond the reasonable requirements of the Event.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, the labor to run such spotlight shall be paid for by LICENSEE at current rates in effect in said building. The actual spotlights themselves shall be included in the structure of the deal as outlined on pages two (2) and three (3) herein. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications. The LICENSEE shall be responsible for any excessive costs beyond the reasonable requirements of the Event.

23. **WATER**

power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. Except as otherwise set forth in this Agreement, LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall settle separately with ARAMARK (the exclusive merchandiser of the LICENSOR)-after the Event, for the sale of Event programs, and other items of merchandise related to the Event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75% to LICENSEE/ 25% to LICENSOR with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85% to LICENSEE/ 15% to LICENSOR on CD's and DVD's only.

17. **BROADCAST RIGHTS**

It is expressly understood and agreed that Licensee shall retain all television and video recording rights, including without limitation, the right to produce a video (or recording of any type whatsoever, including a home video for resale purposes) composed in whole or in part of the Event's activities; and the Licensor grants Licensee the right to show the Venue and Licensed space in any such recording or video without any further compensation to Licensor. The Licensor has the right to require advance payment to the Licensor of any estimate related costs to be incurred by Licensor.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent that it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

Notwithstanding the above, LICENSEE permits LICENSOR to use photographs and video material for in-house promotional uses only.

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly applicable taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand. As defined on page one LICENSOR will remit sales tax of 7% and applicable additional taxes will be the responsibility of LICENSEE.

12. **INDEMNITY**

Each party (each, an "Indemnifying Party") agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the other party (each, an "Indemnified Party") against any and all claims for loss, injury or damages to persons or property, including, without limitation, reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim, arising out of the breach of this Agreement or the negligence of the Indemnifying Party in connection with the Engagement or any operations contemplated by this Agreement.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such agreed upon settlement items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after final settlement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE and LICENSOR agree that at all times they will conduct their respective activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and will work together to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the parties and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR reasonably deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees or contractors admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of agents, employees or contractors admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. Notwithstanding the foregoing, LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

LICENSOR agrees to immediately notify LICENSEE'S representative of any purported damages to the Venue for which LICENSOR claims reimbursement from LICENSEE prior to any repairs being made or authorized by LICENSOR or its agents.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except on the arena floor and walls/dashers enclosing the floor, upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR. It is understood and agreed that LICENSEE'S Event shall at no time cover up Venue's permanent signage.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All Venue advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR. It is understood and agreed that the Event has sponsors and the Event sponsors shall be represented on the matrix and diamondvision boards and on the arena floor/event space provided that LICENSEE'S sponsors do not conflict with the existing exclusive sponsors of the Venue.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated.

LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole reasonable discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30 pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR and LICENSEE shall mutually determine the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to non motor sport future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or any part thereof at the times above specified, or if any material default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, the successful party in such action shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

Both parties agree not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or LICENSEE or which the LICENSOR or LICENSEE are unable to avoid by exercise of due diligence, LICENSOR and LICENSEE shall have no obligation or liability whatsoever to each other as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event and allow a reasonable chance to cure.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**


The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. **CONFIDENTIALITY**


Neither party will disclose any of the terms of this Agreement, including any financial or accounting information related to the Event(s) that is the subject of this Agreement, including but not limited to, box office receipts (i.e. gross ticket sales revenue or quantity of tickets sold), rental/license fee financial terms, or any other financial information relating to receipts or expenses associated with the Event(s), to any third party without prior written permission of the other party, except (i) as may be required by a Court of law, (ii) when such disclosure is made to a party's accountants or consultants for purposes of preparing financial or tax documents necessary for the operation of its business, or (iii) where a publicly owned venue institution is required to do so pursuant to a validly issued request under the applicable Freedom of Information Act or other state laws, such as the Open Public Records Act (OPRA), or Sunshine Laws (hereafter collectively "FOIA"); provided however, that Live Nation receives written

notice from Licensor of the FOIA request at least three (3) business days prior to any such disclosure.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

FELD MOTOR SPORTS, INC.

By 

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Adults	\$45.00, \$30.00 & \$20.00
Children – Ages 2-12	\$45.00, \$15.00 & \$10.00

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

D. It is understood that LICENSOR does not collect a facility fee on tickets sold.

2. **SUITE REVENUE DISTRIBUTION**

A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE at no additional cost.


3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:


LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

LICENSEE: A reasonable number of tickets according to show requirements.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

FELD MOTOR SPORTS, INC.

By 

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of January, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Nickelback Concert

Date: March 6, 2009

Time: 7:00 pm – 11:00 pm

Event Length: 4 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 6th day of March, 2009 and to the 7th day of March, 2009 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR a License Fee based on the following attendance scale (turnstile count):

- \$60,000 plus stagehands – If attendance is less than 8,000
- \$70,000 plus stagehands – If attendance is between 8,000 – 12,000
- \$80,000 plus stagehands – If attendance is over 12,000

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), T1 lines, pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, catering, any additional barricade required not carried by the tour (due to fire marshal regulations) transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants,

maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED unless stipulated otherwise by LICENSOR.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Nickelback
Seether
Saving Abel*

b. Production of the participants in the event.
c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

LICENSOR shall place at no cost to LICENSEE one (1) black and white ad sized 3 col. X 10" in the Star Ledger – approximately a \$8,400 value.

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property

Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are

not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to

require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by

LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or

otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons

of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

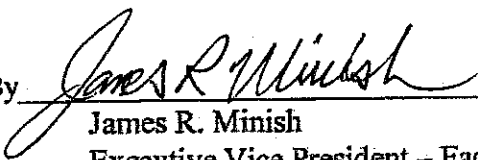
47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

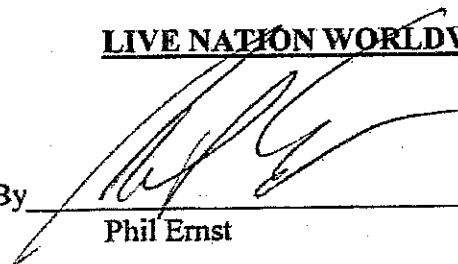
48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By 
Phil Ernst

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$75.00
Floor/Lower Tier/Upper Tier	\$55.00
Upper Tier	\$40.00

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

- B.** The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C.** The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. SUITE REVENUE DISTRIBUTION

- A.** It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B.** Suite 121 shall be allocated to the LICENSEE.


3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By _____


James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

By _____


Phil Ernst

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of January, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Nickelback Concert

Date: March 6, 2009

Time: 7:00 pm - 11:00 pm

Event Length: 4 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 6th day of March, 2009 and to the 7th day of March, 2009 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR a License Fee based on the following attendance scale (turnstile count):

- \$60,000 plus stagehands – If attendance is less than 8,000
- \$70,000 plus stagehands – If attendance is between 8,000 – 12,000
- \$80,000 plus stagehands – If attendance is over 12,000

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), T1 lines, pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, catering, any additional barricade required not carried by the tour (due to fire marshal regulations) transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants,

maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED unless stipulated otherwise by LICENSOR.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Nickelback
Seether
Saving Abel

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

LICENSOR shall place at no cost to LICENSEE one (1) black and white ad sized 3 col. X 10" in the Star Ledger – approximately a \$8,400 value.

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property

Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are

not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to

require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by

LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or

otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons

of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

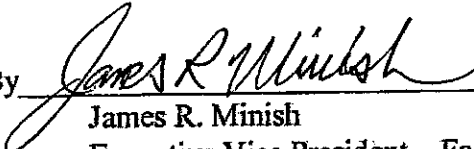
47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

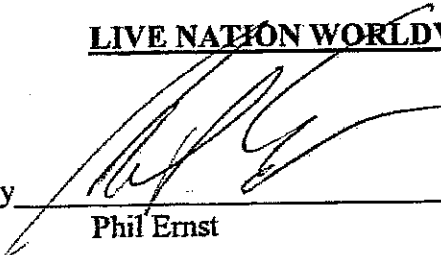
48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

By 
Phil Ernst

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$75.00
Floor/Lower Tier/Upper Tier	\$55.00
Upper Tier	\$40.00

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.


3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By _____


James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

By _____


Phil Ernst

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of January, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Fleetwood Mac Concert

Date: March 21, 2009

Time: 8:00 pm - 11:00 pm

Event Length: 3 hours

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 21st day of March, 2009 and to the 22nd day of March, 2009 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Fleetwood Mac

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules,

halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the

LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise

specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease

and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By


James R. Minish
Executive Vice President -- Facilities

LIVE NATION WORLDWIDE, INC.

By


Phil Ernst

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$149.50
Lower Tier/Upper Tier	\$79.50
Upper Tier	\$49.50

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

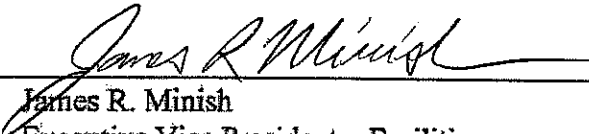
- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

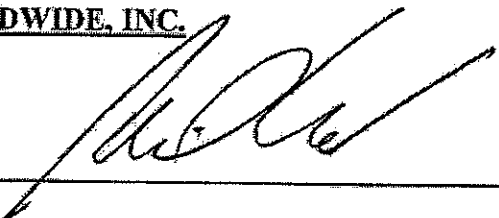
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

By 
Phil Ernst

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of January, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Fleetwood Mac Concert

Date: March 21, 2009

Time: 8:00 pm - 11:00 pm

Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 21st day of March, 2009 and to the 22nd day of March, 2009 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Fleetwood Mac

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules,

halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the

LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise

specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease

and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

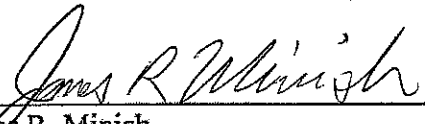
47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

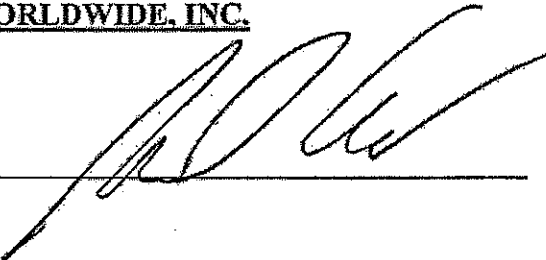
48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By 
Phil Ernst

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$149.50
Lower Tier/Upper Tier	\$79.50
Upper Tier	\$49.50

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

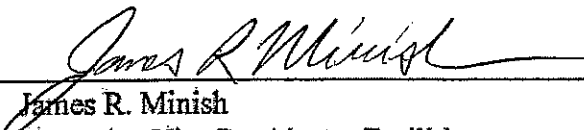
- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

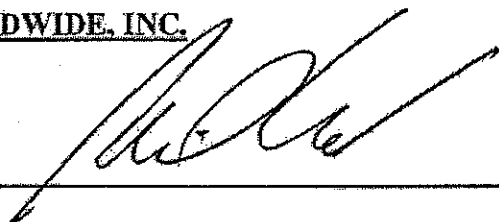
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

By 
Phil Ernst

IZOD CENTER LICENSE AGREEMENT

This Agreement (the "Agreement"), is made and entered into this 19th day of March, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and International Merchandising Corporation, 304 Park Avenue South, New York, NY 10010 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Event:	Smucker's Stars on Ice (the "Event")
Date(s):	March 28, 2009 2010 -- Date to be determined
Time(s):	3:00 PM -- 6:00 PM
Event Length(s):	3 hours

c. **TIME OF USE:** Under this Agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 28th day of March, 2009 and to the 29th day of March, 2009 at 1:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. The time of use for the 2010 Event will be reasonably similar to the time for the 2009 Event. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate, such approval shall not be unreasonably withheld.

The time of use for the 2010 event shall be determined by the LICENSOR in its sole discretion. LICENSOR and LICENSEE shall mutually agree upon a performance date for the 2010 event.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers for the presentation of the

Event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, the LICENSOR and LICENSEE agree to the following Gross Ticket Sales splits for the Event:

DEDUCTIONS FROM GROSS TICKET SALES (OFF THE TOP):

- 7% New Jersey State Sales Tax

REMAINDER OF GROSS TICKET SALES TO BE SPLIT (applies to one or multiple performances in the same year)

:

- 60% LICENSEE / 40% LICENSOR – \$0 - \$450,000
- 65% LICENSEE / 35% LICENSOR - \$450,001 - \$600,000
- 70% LICENSEE / 30% LICENSOR - \$600,001 and above

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the Event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR will be required to pay for Event Supervision, Per Diem Staff (ushers, ticket takers, security, medical, box office, matrix, etc.), Union trades (electricians, carpenters, plumbers, laborers, teamsters, cleaners, etc.), Stagehands, utilities, set up fees, ASCAP/BMI/SESAC Music Licensing Fees, Advertising and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event. LICENSOR agrees to provide its in house spotlights for LICENSEE'S use during the Event.

LICENSEE will be required to provide and pay for the performers for the Event, the Event production (including any additional spotlights), catering, lodging, insurance, dressing room furniture (above and beyond normal tables and chairs), phone and internet charges (\$150 per line plus toll calls for phones, \$250 for T1 line), pyro permits, hospitality, transportation and any additional items needed to produce the shows.

A preliminary event settlement shall be completed upon conclusion of the Event after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary

resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 business days after the close of the Event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services outside of the standard set-up for the Event (see technical rider), such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies at the written request of LICENSEE, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

6. **TICKET PRICES - CONFIGURATION**

A. Ticket prices:

\$140.00
\$80.00
\$50.00
\$25.00

The \$3.00 facility fee, which the LICENSOR will be entitled to retain, is included in the ticket prices above. Ticket prices for the 2010 Event are TBD.

Net Capacity per show – (TBD)

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

7. **SUITES**

- A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the 28 luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).
- B. Suite 121 shall be allocated to the LICENSEE.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

8. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

9. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel the Event (in either 2009 or 2010 or play another venue with "Stars on Ice" in Northern New Jersey in 2009 or 2010) covered under this Agreement unless such cancellation is due to an Event of Force Majeure (as defined in paragraph 44 below) or a breach of this Agreement by LICENSOR, one hundred thousand dollars (\$100,000.00) shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all out-of-pocket, verifiable expenses incurred by LICENSOR in connection with the Event. Notwithstanding the above, the cancellation fee shall not apply should the Smucker's Stars on Ice Tour be completely cancelled in 2010. In the event that the 2010 Smucker's Stars on Ice Tour does not happen in 2010, LICENSOR and LICENSEE agree to discuss the financial considerations of not having the 2010 event due to the fact that it is understood by the parties that the parties would not have entered into this Agreement if it was only for the 2009 event.

10. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has valid, properly executed and compatible contracts with the performers whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Smucker's Stars on Ice

b. Production of the participants in the Event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

11. **EVENT ADVERTISING**

LICENSOR shall at its sole cost and expense provide for an advertising and publicity campaign for the Event and such advertising and publicity campaign shall be at a mutually agreeable schedule between LICENSOR and LICENSEE. LICENSOR shall extend no less than fifty thousand dollars (\$50,000.00) towards the advertising and publicity campaign for the Event. There shall not be included in the aforesaid minimum advertising budget any expenditures for the salaries or fees of persons employed or retained by LICENSOR in connection with such advertising and publicity campaign. Notwithstanding the above, LICENSOR shall charge and outside agency commission of 4.5% for all advertising placed through the ARENA marketing department.

LICENSEE shall make available for purchase by LICENSOR, at LICENSEE'S cost, mailing pieces, posters, flyers and television tapes suitable for advertising the Event.

12. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium,

waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents or its contractors, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

13. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that LICENSEE'S employees, contractors and agents shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA (such rules for the ARENA's union trades can be provided to LICENSEE oral or written), and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

14. **LICENSES AND PERMITS**

Unless otherwise noted in this Agreement, LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand. LICENSOR will advise LICENSEE if any licenses or permits are required for the operation of the ARENA. LICENSEE shall be responsible for any applicable licenses or permits for the presentation of the Event.

15. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

16. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

17. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR. See attached addendum.

18. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

19. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this Agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR. See attached addendum.

The merchandise deal: 70/30 with taxes and credit cards off the top and 85/15 on CD's and DVD's only. See attached addendum.

20. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. See attached addendum.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

21. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege. See attached addendum.

22. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above. Notwithstanding the above, LICENSOR shall be responsible for the payment of ASCAP/BMI/SESAC Music Licensing Fees only.

23. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. By signing this Agreement below, LICENSOR hereby approves of the performance so long as the content of the performance(s) is/are consistent with past practice for Smucker's Stars on Ice performances.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 9 above.

24. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

25. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building (See attached addendum). All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

26. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

27. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

28. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

29. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time, unless such loss or damage is caused by the negligent acts or omissions or willful misconduct of LICENSOR, its employees or agents. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement, unless such loss or damage is caused by the negligent acts or omissions or willful misconduct of LICENSOR, its employees or agents. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit unless such loss or damage is caused by the negligent acts or omissions or willful misconduct of LICENSOR, its employees or agents, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

30. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

31. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. See attached addendum. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents or employees, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of LICENSEE'S employees, contractors or agents or any person acting for

or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

32. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. See attached addendum. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

33. **PERMANENT ARENA ADVERTISING**

All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

34. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

35. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right, acting reasonably, to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

36. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

March 28, 2009 – 2:00 PM

2010 – date/time to be determined

37. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is

not possible, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

38. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety, provided that such announcements are not for other ice shows or events with sponsors in conflict with Smucker's (except for LED upcoming events signage). LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

39. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 8 above.

40. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

41. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

42. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

43. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by

law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

44. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party (hereinafter referred to an "Event of Force Majeure") or which such party is unable to avoid by exercise of due diligence, such affected party shall have no obligation or liability whatsoever to the other party as a result thereof.

45. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event. By signing this Agreement below, LICENSOR hereby approves of the performance so long as the content of the performance(s) is/are consistent with past practice for Smucker's Stars on Ice performances.

46. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

47. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

48. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest within the reasonable discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

49. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

50. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

51. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall use its reasonable efforts to similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

52. **EVENT EXCLUSIVITY**

During the term of this Agreement, LICENSEE will limit their engagements at venues located within a thirty (30) mile radius of the ARENA, to one performance only in each venue, however LICENSEE will not schedule another engagement in another venue located within a thirty (30) mile radius of the ARENA in the State of New Jersey. In consideration of this, the LICENSOR will not book any other figure skating attraction and/or event with the exception of multiple performance family shows such as Disney on Ice.

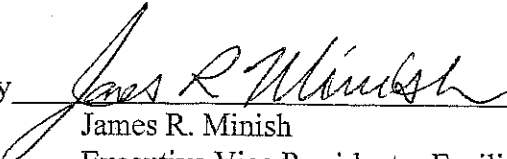
53. **CONTRACT TERM**

This Agreement is for a period of two (2) years beginning in the year 2009 and ending the year 2010.

The performance dates, performance times and ticket prices for contract years 2009 through 2010 are to be mutually agreed upon.

Failure by LICENSEE to provide a performance as per the terms of this Agreement shall make LICENSEE subject to the cancellation penalty as noted in paragraph 9 above.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

INTERNATIONAL MERCHANDISING CORPORATION

By 
Byron Allen

ADDENDUM

IZOD Center
East Rutherford, NJ
Saturday, March 28, 2009

Show time is 3:00 p.m. Doors open at 2:00 p.m. LICENSEE will have access to the ARENA from 6:00 a.m. on the show day until 1:00 a.m. the day after the show.

Ticket prices are \$140, \$80, \$50, and \$25. The public on-sale date is Friday, November 21, 2008. *subject to paragraph 6 of venue agreement*

LICENSEE will have the right to 1,000 complimentary tickets. The value of all complimentary tickets will not be included in computing gross receipts. See ticket rider for further requirements.

Licensors shall be entitled to complimentary tickets so long as the
Rental Fees: *amounts are reasonable and consistent with past business practices.*
Ice, zamboni, and zamboni driver are included in the rental fees. Minimum ice dimensions are 69' x 168'. The minimum ice thickness is 1.5 inches (this is very important for the skaters' safety). See technical rider for further ice requirements.

Parking for three 45' tour buses and two tractor-trailers, and the use of LICENSOR-owned equipment required by production (incl. laundry facilities), as available, are included in the rental fees.

Sponsor Requirements:

The Title Sponsor of the Event is Smucker's. LICENSOR warrants that it will not permit the name or logo of any conflicting/competing sponsor (fruit spread or peanut butter product) to appear in connection with the advertising or ticket sales for the Event, nor allow same to appear in the ice or on signage at the Premises, *however it is understood that no permanent*
Licensors sponsor signage will be required to be covered (conflicting & non-conflicting).
LICENSOR will make available to Smucker's prime booth space within the main concourse for display purposes. LICENSOR will allow Smucker's to hand out product samples to patrons upon their exit from the Premises.

subject to licensors approval

LICENSOR will include the complete title of the Event (i.e. "Smucker's Stars on Ice") on the marquee or on other outdoor signage.

LICENSEE will have the right to run a tape promoting the Boys & Girls Clubs of America (the "Official Tour Charity") before and at the intermission of the Event. LICENSOR will notify LICENSEE in writing of any charges related to this.

LICENSEE will have the right to display video boards in the Premises, specifically, four LED panels at ice level. These signs will display the sponsors of the Smucker's Stars on Ice Tour (the "Tour") - Smucker's, Jif, Crisco, and others to be determined. LICENSEE will also have the right to make periodic public address announcements, *which relate to their sponsors.*
All additional event sponsors are subject to licensors approval so that
any additional sponsors do not conflict with existing licensors exclusive
sponsors.

Marketing:

LICENSEE shall approve in advance all marketing expenses incurred and marketing materials created by LICENSOR. All advertising placed by LICENSOR will include the complete title of the Event. Affidavits, tear sheets, and invoices are required at settlement.

LICENSOR will send a minimum of one e-mail blast at no charge to its list of past patrons, season ticket holders and suite holders to promote ticket sales for the Event. LICENSEE would prefer that LICENSOR send two blasts; the first a pre-sale announcement to the entire list, and the second a reminder 30 days prior to the show to all past family show ticket purchasers.

Group Sales:

LICENSEE retains the services of LICENSOR as the exclusive group sales representative for the Event. LICENSOR agrees to conduct an extensive group sales campaign for LICENSEE in accordance with the procedures listed below.

LICENSEE agrees to provide LICENSOR with photos, bios, logos, press releases and full-color flyers which LICENSOR will have imprinted with local information and mailed to groups in the area.

LICENSOR agrees to prepare an estimated budget of all Group Ticket Sales related expenses and submit it to LICENSEE for approval prior to starting the sales campaign. LICENSEE agrees to consult with the box office and LICENSOR regarding the quantity and location of Group Ticket Sales seats when the ticket orders are placed.

All printed materials must first be approved by LICENSEE.

A "Group Ticket Sale" consists of a minimum of ten (10) tickets sold by LICENSOR to one group for the Event.

Group Ticket Sales will be at a \$5 discount per ticket ordered on the second ticket price of \$80, and at a \$10 discount per ticket ordered on the third and fourth prices of \$50 and \$25. On-ice seats are not available for Group Ticket Sales. LICENSOR agrees to cease all Group Ticket Sales activity five (5) days prior to the Event, and all unsold Group Ticket Sales seats will be released for general ticket sales at that time. All monies collected by LICENSOR must be submitted to the box office no later than three (3) days prior to the Event.

LICENSOR agrees to submit to LICENSEE a legible list of all processed Group Ticket Sales orders. LICENSOR agrees to record all Group Ticket Sales on specific order forms. All such sales are subject to final audit by the facility box office and LICENSEE the day of the Event, such audit to be based on the information recorded on the order forms. All forms will include the organization, address, telephone number, contact name, and final number of tickets purchased.

Novelties and Merchandise:

LICENSEE will be permitted to sell programs, Tour clothing, magnets, totes, mugs, pins, and plush, and will use LICENSOR's agents. The merchandising split which is calculated on gross sales of these items less the deduction of any sales taxes and credit card commissions will be 70% to LICENSEE and 30% to LICENSOR. LICENSOR will pay the vendors from its share of the merchandising split.

LICENSEE will also be permitted to sell Tour-licensed and royalty-based merchandise, including, but not limited to videos, compact discs, photos, books, etc. The merchandising split which is calculated on gross sales of these items less the deduction of any sales taxes will be 85% to LICENSEE and 15% to LICENSOR. LICENSOR will pay the vendors from its share of the merchandising split.

Final payment for program and novelty sales will be paid to LICENSEE within three business days of the Event. Payment should be made to International Merchandising Corporation, 304 Park Avenue South, Fifth Floor, New York, NY 10010.

LICENSEE retains the rights to all radio and television broadcasts and warrants that no same day coverage will be broadcast within a 120-mile radius of the venue. Licensee is responsible for all expenses incurred for such recordings by Licensor.
LICENSOR will not hold an ice show or competition within the 45-day period prior to and the 30-day period following the Event.

LICENSOR will not release ticket sales figures to outside organizations unless requested to in writing by LICENSEE. This includes all trade publications and services.

The Tour donates \$.50 from the sale of each ticket to the Official Tour Charity. The total of this donation will be deducted from gross ticket sales before computing any taxes or rental percentage calculations. The \$.50 charity donation is subject to the New Jersey State Division of Taxation laws.

All customer lists for ticket selling are the property of LICENSEE and may not be given to any third party without the consent of LICENSEE. Copies of all customer lists will be given to LICENSEE immediately following the Event.

IZOD CENTER LICENSE AGREEMENT

This Agreement (the "Agreement"), is made and entered into this 19th day of March, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and International Merchandising Corporation, 304 Park Avenue South, New York, NY 10010 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Event:	Smucker's Stars on Ice (the "Event")
Date(s):	March 28, 2009 2010 - Date to be determined
Time(s):	3:00 PM - 6:00 PM
Event Length(s):	3 hours

c. **TIME OF USE:** Under this Agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 28th day of March, 2009 and to the 29th day of March, 2009 at 1:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. The time of use for the 2010 Event will be reasonably similar to the time for the 2009 Event. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate, such approval shall not be unreasonably withheld.

The time of use for the 2010 event shall be determined by the LICENSOR in its sole discretion. LICENSOR and LICENSEE shall mutually agree upon a performance date for the 2010 event.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers for the presentation of the

Event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, the LICENSOR and LICENSEE agree to the following Gross Ticket Sales splits for the Event:

DEDUCTIONS FROM GROSS TICKET SALES (OFF THE TOP):

- 7% New Jersey State Sales Tax

REMAINDER OF GROSS TICKET SALES TO BE SPLIT (applies to one or multiple performances in the same year)

- 60% LICENSEE / 40% LICENSOR – \$0 - \$450,000
- 65% LICENSEE / 35% LICENSOR - \$450,001 - \$600,000
- 70% LICENSEE / 30% LICENSOR - \$600,001 and above

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the Event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR will be required to pay for Event Supervision, Per Diem Staff (ushers, ticket takers, security, medical, box office, matrix, etc.), Union trades (electricians, carpenters, plumbers, laborers, teamsters, cleaners, etc.), Stagehands, utilities, set up fees, ASCAP/BMI/SESAC Music Licensing Fees, Advertising and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event. LICENSOR agrees to provide its in house spotlights for LICENSEE'S use during the Event.

LICENSEE will be required to provide and pay for the performers for the Event, the Event production (including any additional spotlights), catering, lodging, insurance, dressing room furniture (above and beyond normal tables and chairs), phone and internet charges (\$150 per line plus toll calls for phones, \$250 for T1 line), pyro permits, hospitality, transportation and any additional items needed to produce the shows.

A preliminary event settlement shall be completed upon conclusion of the Event after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary

resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 business days after the close of the Event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services outside of the standard set-up for the Event (see technical rider), such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies at the written request of LICENSEE, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

6. **TICKET PRICES - CONFIGURATION**

A. Ticket prices:

\$140.00
\$80.00
\$50.00
\$25.00

The \$3.00 facility fee, which the LICENSOR will be entitled to retain, is included in the ticket prices above. Ticket prices for the 2010 Event are TBD.

Net Capacity per show – (TBD)

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

7. **SUITES**

- A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the 28 luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).
- B. Suite 121 shall be allocated to the LICENSEE.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

8. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

9. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel the Event (in either 2009 or 2010 or play another venue with "Stars on Ice" in Northern New Jersey in 2009 or 2010) covered under this Agreement unless such cancellation is due to an Event of Force Majeure (as defined in paragraph 44 below) or a breach of this Agreement by LICENSOR, one hundred thousand dollars (\$100,000.00) shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all out-of-pocket, verifiable expenses incurred by LICENSOR in connection with the Event. Notwithstanding the above, the cancellation fee shall not apply should the Smucker's Stars on Ice Tour be completely cancelled in 2010. In the event that the 2010 Smucker's Stars on Ice Tour does not happen in 2010, LICENSOR and LICENSEE agree to discuss the financial considerations of not having the 2010 event due to the fact that it is understood by the parties that the parties would not have entered into this Agreement if it was only for the 2009 event.

10. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has valid, properly executed and compatible contracts with the performers whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Smucker's Stars on Ice

- b. Production of the participants in the Event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

11. **EVENT ADVERTISING**

LICENSOR shall at its sole cost and expense provide for an advertising and publicity campaign for the Event and such advertising and publicity campaign shall be at a mutually agreeable schedule between LICENSOR and LICENSEE. LICENSOR shall extend no less than fifty thousand dollars (\$50,000.00) towards the advertising and publicity campaign for the Event. There shall not be included in the aforesaid minimum advertising budget any expenditures for the salaries or fees of persons employed or retained by LICENSOR in connection with such advertising and publicity campaign. Notwithstanding the above, LICENSOR shall charge and outside agency commission of 4.5% for all advertising placed through the ARENA marketing department.

LICENSEE shall make available for purchase by LICENSOR, at LICENSEE'S cost, mailing pieces, posters, flyers and television tapes suitable for advertising the Event.

12. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium,

waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents or its contractors, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

13. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that LICENSEE'S employees, contractors and agents shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA (such rules for the ARENA'S union trades can be provided to LICENSEE oral or written), and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

14. **LICENSES AND PERMITS**

Unless otherwise noted in this Agreement, LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand. LICENSOR will advise LICENSEE if any licenses or permits are required for the operation of the ARENA. LICENSEE shall be responsible for any applicable licenses or permits for the presentation of the Event.

15. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

16. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

17. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR. See attached addendum.

18. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

19. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this Agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR. See attached addendum.

The merchandise deal: 70/30 with taxes and credit cards off the top and 85/15 on CD's and DVD's only. See attached addendum.

20. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. See attached addendum.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

21. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege. See attached addendum.

22. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above. Notwithstanding the above, LICENSOR shall be responsible for the payment of ASCAP/BMI/SESAC Music Licensing Fees only.

23. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. By signing this Agreement below, LICENSOR hereby approves of the performance so long as the content of the performance(s) is/are consistent with past practice for Smucker's Stars on Ice performances.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 9 above.

24. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

25. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building (See attached addendum). All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

26. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

27. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

28. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

29. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time, unless such loss or damage is caused by the negligent acts or omissions or willful misconduct of LICENSOR, its employees or agents. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement, unless such loss or damage is caused by the negligent acts or omissions or willful misconduct of LICENSOR, its employees or agents. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit unless such loss or damage is caused by the negligent acts or omissions or willful misconduct of LICENSOR, its employees or agents, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

30. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

31. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. See attached addendum. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents or employees, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of LICENSEE'S employees, contractors or agents or any person acting for

or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

32. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. See attached addendum. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

33. **PERMANENT ARENA ADVERTISING**

All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

34. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

35. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right, acting reasonably, to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

36. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

March 28, 2009 – 2:00 PM

2010 – date/time to be determined

37. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is

not possible, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

38. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety, provided that such announcements are not for other ice shows or events with sponsors in conflict with Smucker's (except for LED upcoming events signage). LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

39. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 8 above.

40. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

41. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

42. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

43. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by

law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

44. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party (hereinafter referred to an "Event of Force Majeure") or which such party is unable to avoid by exercise of due diligence, such affected party shall have no obligation or liability whatsoever to the other party as a result thereof.

45. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event. By signing this Agreement below, LICENSOR hereby approves of the performance so long as the content of the performance(s) is/are consistent with past practice for Smucker's Stars on Ice performances.

46. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

47. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

48. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest within the reasonable discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

49. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

50. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

51. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall use its reasonable efforts to similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

52. **EVENT EXCLUSIVITY**

During the term of this Agreement, LICENSEE will limit their engagements at venues located within a thirty (30) mile radius of the ARENA, to one performance only in each venue, however LICENSEE will not schedule another engagement in another venue located within a thirty (30) mile radius of the ARENA in the State of New Jersey. In consideration of this, the LICENSOR will not book any other figure skating attraction and/or event with the exception of multiple performance family shows such as Disney on Ice.

53. **CONTRACT TERM**

This Agreement is for a period of two (2) years beginning in the year 2009 and ending the year 2010.

The performance dates, performance times and ticket prices for contract years 2009 through 2010 are to be mutually agreed upon.

Failure by LICENSEE to provide a performance as per the terms of this Agreement shall make LICENSEE subject to the cancellation penalty as noted in paragraph 9 above.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By _____
James R. Minish
Executive Vice President – Facilities

INTERNATIONAL MERCHANDISING CORPORATION

By _____
Byron Allen

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of February, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Dave Matthews Band Concert

Date: April 15, 2009

Time: 7:00 pm – 11:00 pm

Event Length: 4 hours

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 15th day of April, 2009 and to the 16th day of April, 2009 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$75,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Dave Matthews Band
Eli "Paperboy" Reed
The True Loves*

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's, DVD's and limited edition poster only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news

broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such

connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

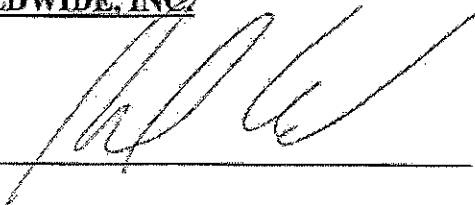
48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

By 
Phil Ernst

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier/Upper Tier	\$70.00

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)


B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

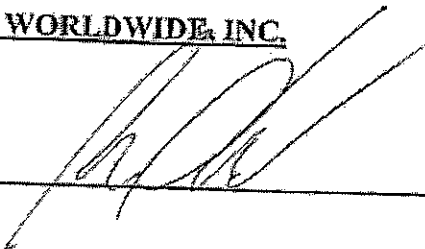
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: ~~25 tickets shall be allocated to the LICENSOR per show.~~
No comp show

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By 
Phil Ernst



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Matt Bell
Director of Booking & Event Services
IZOD Center/Giants Stadium
(201) 460-4374
Fax: (201) 507-8122
mbell@njsea.com

November 5, 2008

Stephen Briggs
Teen Mania Ministries, Inc.
22392 FM 16 W
Lindale, TX 75771

Dear Stephen:

Enclosed for your files, please find a fully executed copy of the Agreement between the New Jersey Sports & Exposition Authority and Teen Mania Ministries, Inc. for the following event being held at the IZOD Center:

Acquire the Fire – April 17-18, 2009

If you have any questions, please don't hesitate to call.

Sincerely,

Matt Bell

c: D. Robinson
J. Minish
J. Consolazio
C. Tamburri
M. Stefanacci
G. Zahn

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of May, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Teen Mania Ministries, Inc., P.O. Box 2000, Garden Valley, TX 75771 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Acquire the Fire

Dates & Times: April 16, 2009 – Load In
 April 17, 2009 – 7:00 PM – 10:00 PM
 April 18, 2009 – 9:00 AM – 10:00 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 16th day of April, 2009 and to the 19th day of April, 2009 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$85,000 plus expenses.

Payment schedule for rent and expenses by LICENSEE to LICENSOR shall be as follows:

-\$15,000 non-refundable deposit – has been received by LICENSOR

-\$220,000 deposit due by April 8, 2009

(\$70,000 rent plus \$150,000 in estimated expenses – estimated expenses include \$5,000 Aramark merchandise buyout)

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will also be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 45 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by the LICENSOR.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

d. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

e. Suite 121 shall be allocated to the LICENSEE.

f. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

g. The LICENSOR shall be allocated 25 complimentary tickets per show.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

TBD

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at

public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: ARAMARK has agreed to a \$5,000 merchandise buyout for the Event. LICENSEE shall pay the \$5,000 merchandise buyout to LICENSOR and LICENSOR will remit such payment to ARAMARK.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred

by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be

made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR or its designee, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR or its designee.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The

proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing

such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

- April 17, 2009 – 6:00 PM
- April 18, 2009 – 8:00 AM

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought in regard to this Agreement must be filed in the State of New Jersey.

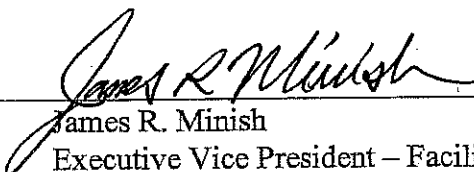
47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

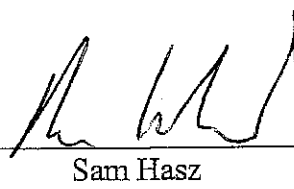
48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish
Executive Vice President – Facilities

TEEN MANIA MINISTRIES, INC.

By  _____
Sam Hasz
Booking Director



Teen Mania Ministries, Inc. Addendum "A"

1. Acquire the Fire is the recognized name of the event, and should be used in any advertising, or event schedule from the venue. Teen Mania Ministries, Inc. is the legal named Licensee, but not the event name. In any advertising from the venue, attendees can pre-register by calling 1-800-329-FIRE.
2. Any notices, demands, statements, or documents are required to be sent to the Acquire the Fire scheduling coordinator Stephen Briggs 22392 FM 16 W Lindale, TX, 75771.
3. Licensee's registrations shall not be regarded as "tickets" or "ticketing" for the purpose of this agreement.
4. Licensee shall have full rights to perform altar calls/call downs according to its specifications.
5. Licensee requires for concessions to not interfere with the altar calls during our event. Concessions has the option of operating Friday evening from 5:45pm-7:00pm, on Saturday from 8:00am-9:00am, Saturday Lunch from 11:45am-1:45pm, and Saturday dinner from 4:45 pm-7:00pm. Any changes in these times, must be agreed upon with our event managers on site. No concessions shall be sold on the arena floor. ***
6. Licensee has permission to feed its production crew (staff and interns) only, backstage with food donated by local churches for a fee to be decided upon at a later date. The Production Crew is estimated at approximately 75 people.
7. Licensee shall have the right to set up merchandise sites in agreed upon locations and sell non-food related merchandise for a buyout fee of \$5000.
8. Suite Box occupants must purchase a registration to the event. ***
9. Licensee will have at its disposal all available, venue owned chairs, tables, and barricades necessary for the event, within reason. Any items needing to be rented from an outside vendor will be paid for by ATF. ***
10. Licensee reserves the right to use cryo as special effects during the event and will be responsible for all licenses and permits.
11. Licensee shall have the right to take offerings during the event and retain 100% of the amount collected.
12. Licensee has the right to use volunteers.
13. Licensee staff and production vehicles will be given 20 parking passes for the duration of the event, move in and move out times; Production trucks will not be charged for parking.
14. Licensee shall have full rights to perform altar calls/call downs according to its specifications..
15. Licensee may broadcast closed circuit television to another Acquire the Fire gathering at no additional charges. ***
16. Acquire The Fire requires breakout spaces as part of their event. Details for breakouts will be arranged with Sam Hasz. Please contact Stephen if these arrangements have not been finalized. ***
17. Licensee shall have the rights to the contracted facilities for the following hours: Thursday (Load in) 7am-8pm; Friday (event day) 7am-12midnight; Saturday (event day and move out) 7am until 3am Sunday morning. Licensee is allowed to move out until Sunday at 3 am, for no additional charge. The public will vacate facility by midnight each night and Licensor staff may clean up Sunday morning as Licensee finishes move out. ***

*** - denotes reference to Addendum "D" attached hereto

The IZOD Center
~~East Rutherford, NJ~~ East Rutherford, NJ
Licensor

Teen Mania Ministries
Garden Valley, TX
Licensee

By: James R. Winick
Date: 11/4/08

By: [Signature]
Date: 7/23/08

Teen Mania Ministries, Inc. Addendum "B"

Acquire the Fire Volunteer Outline

Our volunteer team is made up of adults who are assigned a job in one of three areas:

Merchandise: These people work behind our tables, selling our shirts, books, cd's and novelties. The tables are only open during our breaks, these volunteers are able to sit in on our sessions. We do have at least one person remain at each table during the sessions to send wandering attendees back to their seats and to watch over the table.

Door Team: These people help us as at the doors as greeters, wristband checkers, manual passers, and general human speed bumps to keep the kids from running as they come in. They also help throughout the weekend with the people flow in the concourse of each of our 3 breakouts, mainly directing attendees where to go during the movement times.

Ushers: These hard workers are assigned to the inside of the arena. They are placed at an average of 1 per 10 rows of seats in each aisle. Their main goal is to: stop any running in the aisles, pass out materials to all attendees at 3 times during the weekend, and receive our two offerings.

All of our volunteers are given a bright red t-shirt that has our logo and 'event staff' written on the front. Also, they are all trained Friday afternoon for the jobs they will help us with for the duration of the event. For an average event, we recruit 70-80 ushers, and 70-80 convention services volunteers that are split into 60 merch, and 15-20 door team.

*** - denotes reference to Addendum "D" attached hereto

Teen Mania Ministries, Inc. Addendum "C"

Acquire the Fire Insurance Outline

Acquire the Fire Event Insurance Coverage Outline		
Type of Coverage	Limit Requested	Teen Mania's Coverage Amount
General Liability	General Aggregate	5,000,000
	Products Aggregate	5,000,000
	Personal & Advertising	1,000,000
	Each Occurrence	1,000,000
	Fire Damage	300,000
	Medical Expense	5,000
	Occurrence Form?	Yes
Automobile Liability	Combined Single Limit	1,000,000
Workers' Compensation	Each Accident	1,000,000
	Each Disease	1,000,000
	Disease- Per Employee	1,000,000

Addendum "D"

From: Matthew Bell
To: Briggs, Stephen; Hasz, Sam; Underwood, Russ
Date: 11/3/2008 2:37 PM
Subject: "Addendum D" to the Venue Licensing Agreement

All---

As we did last year, I noted our points of concern for your Addendum A & B that you have attached to the venue agreement. I will attach this sheet and make it Addendum D like we did for the 2008 event.

As I recall, I believe all points were satisfactory to both parties. If there is something we need to discuss, please let me know.

Sincerely,

Matt

POINT 5 - Aramark's workers are also union. They will stay open during all event times and will cooperate with your alter calls. This is what we did for the 2008 event.

POINT 8 - Our suites are sold on an annual basis and their tickets to all events are complimentary.

POINT 9 - Any additional items that we can't provide will need to be rented by ATF.

POINT 15 - There may be additional stagehand labor charges for recording/televising the event. There is no longer a stagehand bonus, however there may be applicable labor charges for such recordings.

POINT 16 - The breakout rooms will be in mutually agreeable locations.

POINT 17 - I put 8:00 AM in the contract for occupancy time on the load in date, which is April 16, 2009. In the addendum you ask for 7:00 AM. I would rather wait and see what the event is prior to yours before committing the building to you earlier. I have no problem letting you in earlier, but I don't want to put our operations staff in a bad place by giving you the building before it is actually "ready".

Addendum B - We have no problem with you using volunteers, but we ask that they stay as "volunteers".

We ask that their shirts not say "event staff", but remain as "volunteer". This will assist us with letting our admissions and security unions know that they are all "volunteers".

Again if you have any questions, please let me know.

Sincerely,

Matt

Matt Bell
Director of Booking & Event Services
IZOD Center / Giants Stadium
50 State Route 120
East Rutherford, NJ 07073
(201) 460-4374 - direct
(201) 507-8122 - fax
www.meadowlands.com

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of March, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Metropolitan Talent Presents, LLC, 100 5th Avenue, 11th floor, New York, NY 10011, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER, hereinafter referred to as the ARENA, described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Music As A Weapon Tour 4

Date: April 22, 2009

Time(s): 2:00 PM – 6:00 PM – Outdoor Festival
7:00 PM – 11:00 PM – Arena Concert

Event Length: 4 hours for Arena Concert

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 22nd day of April, 2009 and to the 23rd day of April, 2009 at 3:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers/exhibitors for presentation of the Event. LICENSEE will present all applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. FINANCIAL CONSIDERATIONS

A) LICENSOR and LICENSEE agree to split equally the gross admission revenues after taxes, artist guarantee, show costs, building expenses and rent. Sales tax (7%) shall

be determined by the Ticketmaster tax audit. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

- B) Any losses will be split equally between LICENSOR and LICENSEE.
- C) A preliminary event settlement shall be completed upon conclusion of the Event after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.
- D) LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to be furnished by LICENSOR.
- E) If for any reason said expenses as set forth in Section 2(a) above are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the Event may be applied to the payment of said expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said expenses.

3. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public in consultation with LICENSEE.

4. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by LICENSOR. The floor shall be General Admission.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

e. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>Area</u>	<u>Price</u>
GA Floor	\$49.50
Lower Tier/Upper Tier	\$39.50

The \$3.00 facility fee, which the LICENSOR will be entitled to retain, is included in the ticket prices above.

The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

f. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

The LICENSOR has the right to hold seats for suite relocation for obstructed view suites due to production. These seats are complimentary.

g. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: NO COMP show except for Suite tickets.

LICENSEE: NO COMP show except for Suite tickets and promotional tickets approved by management.

5. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1(b) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager

in the sum of \$5,000.00 (five thousand dollars) per hour, unless the length time is exceeded due to LICENSOR delay.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than force majeure or LICENSOR default, \$80,000 shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

- | | |
|--------------------------|------------------------|
| <i>Disturbed</i> | <i>Crooked X</i> |
| <i>Killswitch Engage</i> | <i>Spineshank</i> |
| <i>Lacuna Coil</i> | <i>Bury Your Dead</i> |
| <i>Chimaira</i> | <i>Suicide Silence</i> |

b. Production of the participants in the Event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE and the LICENSOR, insuring the operations of each party as contemplated by this Agreement, in addition to the contractual assumption of liability as stated within. Such General Liability insurance shall be written with a limit of not less than \$5,000,000 combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any agents or performers and any contractors or sub-contractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. Coverage may be provided under one policy naming both LICENSOR and LICENSEE as named insureds, or individual policies written with the same terms and conditions.

LICENSEE shall obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws. In addition, carry Employers Liability Coverage for a limit of not less than \$500,000.

LICENSEE agrees to obtain, at its own cost and expense, All Risk insurance on a replacement cost basis covering all personal property of the LICENSEE including property of others used in connection with the show, with the exception of property owned by the LICENSOR. The policy shall contain a waiver of subrogation in favor of the LICENSOR.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be reasonably necessary to restore said premises to its original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided 10 days prior to the event to the LICENSOR. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the uncured breach, gross negligence or willful misconduct of LICENSEE, its agents, members, contractors,

subcontractors, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there. The aforementioned indemnity provision does not apply to the extent that the liability, damage or loss results from the sole negligence or gross negligence of LICENSOR or its employees and/or agents in the operation and maintenance of the Premises.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid License Fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other non-event related merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied, except for backstage catering, by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. Artist travels with his own tour caterer and shall pay no buyout for such right.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal:

75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the License Fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the ARTIST.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to, responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast. To the extent such claims, damages, liability, cost and expenses do not arise out of LICENSOR gross negligence.

17. **RECORDING**

LICENSEE agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer, performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be

given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas, and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event extra lights, such as spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any

third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. The aforementioned indemnity does not apply if loss, damage, liability or injury is due to LICENSOR sole gross negligence or willful misconduct.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. All advertising settled at Gross (4.5% commission).

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR or LICENSEE impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons, with reasonable cause.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 6:00pm.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not reasonably possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to ARTIST approval and ARTIST contract restrictions.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above unless delay is due to LICENSOR.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

Neither LICENSOR nor LICENSEE will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee and expenses as herein agreed to be paid.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the Event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSEE or LICENSOR or which the LICENSOR or LICENSEE is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR provided however the LICENSOR agrees to notify and provide a reasonable opportunity to address the LICENSOR'S concerns. If such concerns are not properly addressed then the LICENSOR shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be

enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the LICENSEE, LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. **ARENA NAME**

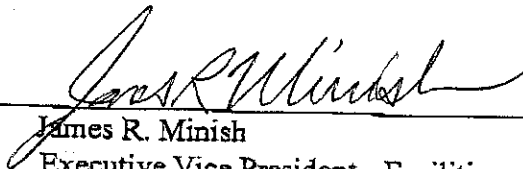
The Arena shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

48. **ADVANCE FUNDS**

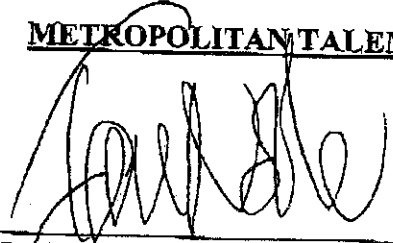
In the event that for any reason other than breach by the LICENSOR that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the LICENSOR all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the LICENSOR, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the LICENSOR from bringing direct action against the performers of the performer's entity for recovery.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

METROPOLITAN TALENT PRESENTS, LLC

By 
Ian Noble
Senior Producer

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of January, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Berkeley College, 3 East 43rd Street, New York, NY 10017, hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Berkeley College Commencement Exercises

The Theater at IZOD Center

Date: April 24, 2009

Event Time: 9:00 AM – 12:30 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 24th day of April, 2009 and to the 24th day of April, 2009 at 1:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit

for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$10,000.

A non-refundable deposit of \$10,000 is due upon contract signing but no later than March 4, 2009.

A \$25,000 deposit against expenses is due by Wednesday, April 1, 2009.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) and 1(c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called

for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Berkeley College Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original

condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news

broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical

contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The

proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing

such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 8:00 AM.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

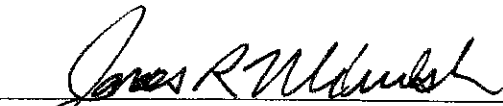
This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

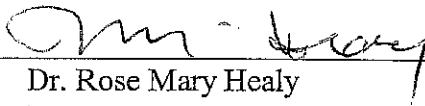
BY



James R. Minish
Executive Vice President – Facilities

BERKELEY COLLEGE

BY



Dr. Rose Mary Healy
Provost

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of March, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

The Dead Concert

Date(s):	April 28 & 29, 2009
Time(s):	7:30 pm – 11:00 pm
Event Length(s):	3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 28th day of April, 2009 and to the 30th day of April, 2009 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$145,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

The Dead

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules,

halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the

LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise

specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease

and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

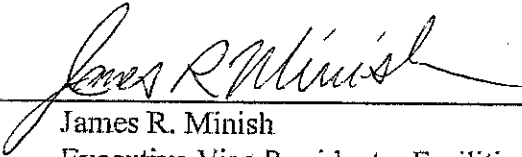
47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

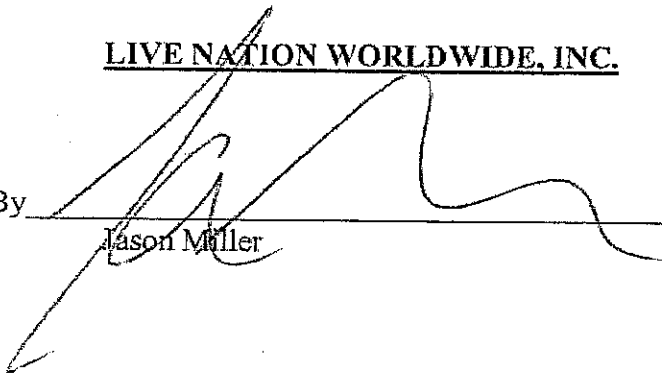
48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

By 
Jason Miller

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier/Upper Tier	\$98.00
Upper Tier	\$53.00

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)


B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

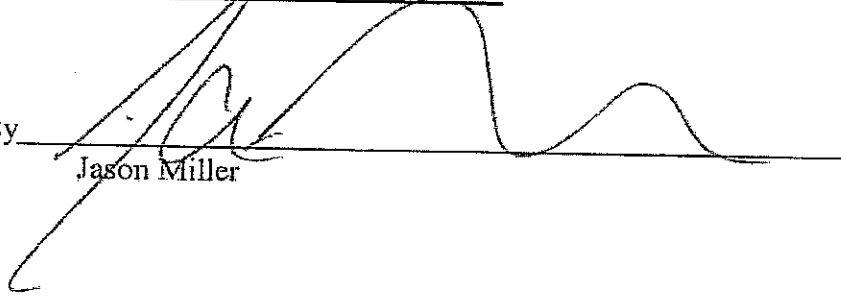
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

By 
Jason Miller

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of February 2009 by and between the New Jersey Sports and Exposition Authority ("LICENSOR") and Live Nation Worldwide, Inc., 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as the LICENSEE. In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** LICENSOR hereby grants to LICENSEE and LICENSEE hereby accepts from LICENSOR the license to use the Premises (described below) for the purpose of staging an outdoor concert festival on May 1, 2 & 3, 2009 (hereinafter collectively referred to as the "Event").

LICENSEE has inspected parking lots 15 and 16 of the Sports Complex located south of Giants Stadium in East Rutherford, New Jersey ("Licensed Area"), which shall be the site of the Event. LICENSEE hereby accepts the Licensed Area "as is" as suitable for LICENSEE'S intended use. LICENSOR makes no representations as to the condition or fitness for any use of the Licensed Area except as may be requested by LICENSEE and approved in writing by the LICENSOR. LICENSEE shall make no alterations or modifications to or within the Licensed Area without the written consent of the LICENSOR.

Notwithstanding the foregoing, the Licensed Area shall also include use of portions of Giants Stadium including, without limitation, access tunnels, locker rooms (except those of the professional franchises), restrooms, ticket booths, adjacent parking facilities, Stadium Club dining areas and all other facilities of the Stadium utilized in presenting the event subject to the approval of the LICENSOR.

b. **DESCRIPTION OF EVENT:**

The Bamboozle Festival

Dates: May 1, 2 & 3, 2009

Time(s): May 1 – 5:00 PM – 11:00 PM

May 2 – 11:30 AM – 11:00 PM

May 3 – 11:30 AM – 11:00 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the Licensed Area from 8:00 a.m. on the 29th day of April, 2009 and to the 4th day of May, 2009 at 6:00 p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of

such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the Licensed Area as agreed to by the parties. Notwithstanding the foregoing, the LICENSEE will only be able to occupy Lot 9A, the practice bubble (if approved) and the New York Giants Players Lot from 6:00 p.m. on the 2nd day of May, 2008 and to the 5th day of May, 2008 at 5:00 a.m. It is understood by LICENSEE that both of these areas may not be available for the Event due to construction.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S STADIUM/ARENA Manager upon demand.

2. **LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the Licensed Area for the purpose of, and at the times set forth above, agrees to pay the LICENSOR a License Fee based on the following Gross Ticket Sales (as defined below) scale for the Event:

- \$0 plus expenses – If Gross Ticket Sales are under \$1,800,000
- \$20,000 plus expenses – If Gross Ticket Sales are between \$1,800,000 - \$2,599,999
- \$40,000 plus expenses – If Gross Ticket Sales are between \$2,600,000 - \$3,300,000
- \$60,000 plus expenses – If Gross Ticket Sales are over \$3,300,000

Gross Ticket Sales shall be defined as the total sum of all tickets sold less the 7% New Jersey State Sales tax and the \$3.00 facility fee. Sales tax shall be determined by the Ticketmaster tax audit. The LICENSOR will deduct the 7% New Jersey State Sales tax during settlement, and will remit the tax withholding directly to the New Jersey Division of Taxation. Should the LICENSEE require additional time for move-in or move-out there may, at the sole discretion of the LICENSOR, be imposed an additional rental fee of up to \$15,000 per day.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to their portion of the box office receipts and all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to move in, set up, tear down, move out and those set forth in paragraphs 4a and 4b incurred by the LICENSOR for the production of the Event deemed necessary by the LICENSOR. A preliminary settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damage, if any, has occurred to the premises, any portion thereof, or its equipment including terraplas and the grass field. The payment for damages shall be the direct and sole responsibility of the

LICENSEE. A final settlement shall be completed no later than 100 business days after the close of the Event.

Notwithstanding the foregoing, LICENSOR agrees to pay 100% of the cleaning costs associated with the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its Licensed Area, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any Licensed Area damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 100 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The Licensed Area will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public.

5. **BOX OFFICE FACILITIES:**

(a) Ticketmaster and LICENSOR shall be the approved ticketing agent for the Event. LICENSOR shall furnish LICENSEE a copy of the ticket printer's manifest. LICENSOR shall furnish LICENSEE a box office statement after each Event.

(b) LICENSEE shall pay LICENSOR all indirect and direct costs of the accounting, auditing and sale of tickets. The setup configuration shall be arranged through and subject to approval of LICENSOR. ALL SEATING FOR THE EVENT WILL BE GENERAL ADMISSION.

(c) All entry to the Premises on Event dates shall be by ticket only purchased at the full ticket price except for employees of LICENSEE and LICENSOR. LICENSOR will provide, as soon as practicable on the night of each confirmed concert, a count of all tickets deposited in the Stadium's drop boxes.

(d) All ticket sales for the Event to be staged under this Agreement shall be made under the direction, control, and supervision of the Stadium/Arena Box Office Manager, and the receipts from all such sales, whether made by the LICENSOR or the LICENSEE shall be held by the LICENSOR until a completion of the Event for the express purpose

of securing payment of all sums of money due or to become due to the LICENSOR hereunder.

(e) Consignment of tickets - Payment for consigned tickets or return of unsold consigned tickets must be made in whole to the Arena box office no later than 3 days prior to the event.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the Event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

(a) Should the LICENSEE fail to provide the necessary materials, personnel or supervision necessary to properly operate the Event, the LICENSOR may charge the LICENSEE for any extra services which may be reasonably necessary to perform LICENSEE'S obligations including, but not limited to, staff, materials or refunds resulting from the Event not being conducted on time, due to LICENSEE failure to fulfill its obligations under this Agreement. The LICENSEE hereby agrees to accept the premise equipped as is and further agrees to pay any and all expenses incurred by the LICENSOR for restoring the premise, any portion thereof, its site or equipment at the termination of this Agreement to the original condition, ordinary wear and tear excepted.

(b) LICENSEE agrees to incorporate LICENSOR'S reasonable recommendations relating to the set-up and conduct of the Event based on LICENSOR'S experience with staging similar events at the Sports Complex.

(c) LICENSEE certifies and attests that it has a valid, properly executed and compatible contracts with the PERFORMERS whose service forms the basis for this use of the Stadium. The acts to be supplied by the LICENSEE are referenced to in Addendum B, which is attached to this Agreement.

(d) Productions of the participants in the event.

(e) Payment to the PERFORMERS of all moneys due under and all contractual arrangements with them.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE, its contractors and subcontractors shall provide evidence of workers' compensation insurance for those employees working on the Licensed Area premises; and such workers' compensation insurance policies shall insure the obligations of such entity under the New Jersey Workers Compensation and Occupational Disease Laws with respect to the performance of the services to be provided by such entity at the Event. Evidence of such insurance coverage shall be provided to the LICENSOR at least ten (10) days prior to the Event.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said Licensed Area or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said Licensed Area and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of the Licensed Area shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of the Licensed Area, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, access gates, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the Licensed Area or because of maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

LICENSOR reserves all rights with respect to the sale of concessions in the Stadium and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, candies, sandwiches, beverages, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the Event or during any intermission which might be provided during the Event and shall receive no portion of the proceeds therefrom.

The LICENSEE shall enter into a separate agreement with ARAMARK for the sale of Event programs, and other items of merchandise related to the Event such as T-shirts, novelties, visors, sweatshirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval of the LICENSOR. LICENSOR will use its best efforts to prohibit the unauthorized sale or distribution of novelties or other items not authorized for the Event.

The merchandise deal for the Event is as follows:

ARAMARK has agreed to a \$40,000 merchandise buyout for the Event. LICENSEE will pay to LICENSOR the buyout fee and LICENSOR will remit the payment to ARAMARK.

LICENSEE warrants and represents that each band selling merchandise on their own will be responsible for remitting all applicable New Jersey State Sales taxes and any other fees or licenses needed to sell merchandise pursuant to all Federal and New Jersey State Laws and hold LICENSOR harmless for any claims or damages from LICENSEE'S failure to comply with such laws.

ARAMARK will be making a \$50,000 sponsorship for the Event. In consideration for this sponsorship, Strawberry Fields will be the only outside vendor permitted to work with ARAMARK for the Event. LICENSOR will remit the sponsorship payment to LICENSEE on behalf of ARAMARK.

LICENSEE will be permitted to use its backstage caterer (for food, water & soda only) for the VIP Hospitality Tent for the Event (in 2008, this was called the Red Bulls VIP Hospitality), however ARAMARK must serve all alcohol in this tent. LICENSOR and LICENSEE shall mutually agree upon the location for such tent.

17. **BROADCAST RIGHTS**

LICENSEE reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the Licensed Area during the terms of this Agreement. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such broadcast privileges. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the Event or Events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such recording privileges.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or

violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect at the Sports Complex. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

(a) LICENSOR shall furnish an adequate number of parking spaces for the public and adequate personnel to man such parking facilities, at locations convenient to the Premises.

(b) Parking will be controlled and operated by LICENSOR, which will retain and be entitled to all receipts from said parking. 25 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the Event, plus parking for trucks, busses and working personnel. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR. Notwithstanding the above, LICENSOR will charge \$20.00 per car for each event day. Parking revenues shall be split as follows:

\$12.50 per car – LICENSOR
\$7.50 per car - LICENSEE

(c) LICENSEE pledges its assistance in working out the most efficient traffic and parking plan possible both during the load-in and load-out periods and during the Event for the accommodation of LICENSEE and the general public. This includes load-in and load-out days where LICENSOR may have other events taking place in other facilities at the Sports Complex.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA/STADIUM manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said Licensed Area and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said Licensed Area or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF PREMISES**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said Licensed Area or any stakes driven into ground in the Licensed Area nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said Licensed Area or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such

additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said Licensed Area and premises and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

It is understood by the LICENSOR that the LICENSEE will sell sponsorships for the Event covered by this Agreement and be entitled to display temporary advertising signage at approved locations provided by the LICENSOR. LICENSOR shall also be permitted to sell event sponsorships and be entitled to a 20% commission on the sale of such sponsorships.

Notwithstanding the foregoing, all sponsorships of the LICENSEE shall not conflict or compete with existing exclusive sponsors of the LICENSOR. LICENSEE agrees to provide LICENSOR with a written list of Event sponsors ten (10) days prior to the Event.

31. **OCCUPANCY INTERRUPTION**

In case the Licensed Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the STADIUM/ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the Licensed Area. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

May 1 – 5:00 PM
May 2 – 11:30 AM
May 3 – 11:30 AM

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to exit the Licensed Area.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the Licensed Area by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought to enforce the terms of this Agreement shall be filed in a court located in the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **LICENSEE COMPLIANCE WITH UNION REQUIREMENTS**

LICENSEE shall ensure compliance with all necessary union requirements in connection with the personnel and services supplied by LICENSEE. LICENSOR shall inform LICENSEE of the terms of any trade union agreement, written or oral, affecting such personnel.

49. **AUTHORITY TO CONTRACT**

LICENSOR and LICENSEE each represent that it has the power to enter into this Agreement and to grant or receive, as the case may be, the license herein granted, that the consent of no other person or entity (governmental or otherwise) is required in connection therewith, and that this Agreement constitutes a valid and binding obligation of LICENSOR and LICENSEE, enforceable against it in accordance with the terms hereof.

50. **AMUSEMENT RIDES**

Should LICENSEE choose to provide amusement rides for LICENSEE'S Event, LICENSEE shall and its contractors, vendors and subcontractors shall conform to and comply with all of the laws of the United States and the State of New Jersey and the written rules and regulations of the New Jersey regulatory agencies which license and oversee carnival rides and amusement games (including inspections). If the LICENSOR notifies LICENSEE of a violation of any such laws, rules or regulations by any of the aforementioned parties, LICENSEE shall, in the case of any violation by LICENSEE or its employees, contractors, vendors or subcontractors immediately desist from and correct such violation. LICENSOR retains sole right of approval of all amusement rides to be operated at LICENSEE'S Event and the location(s) for such amusement rides.

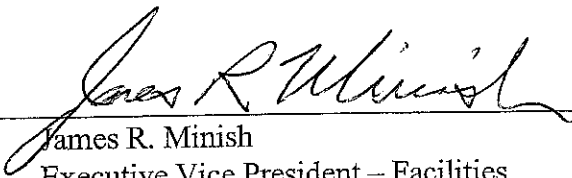
LICENSEE, its contractors, vendors and subcontractors shall provide evidence of workers' compensation insurance for those employees working on the Licensed Area; and such workers' compensation insurance policies shall insure the obligations of such entity under the New Jersey Workers Compensation and Occupational Disease Laws with respect to the performance of the services to be provided by such entity at LICENSEE'S Event. Evidence of such insurance coverage shall be provided to the LICENSOR at least ten (10) days prior to the commencement of LICENSEE'S Event.

LICENSEE shall obtain evidence of Commercial General Liability insurance from all contractors, vendors and subcontractors in an amount equal to at least \$5,000,000 per occurrence (combined single limit) including personal injury and product liability coverage. Each policy shall name LICENSOR and LICENSEE as additional insureds with respect to all operations associated with LICENSEE'S Event.

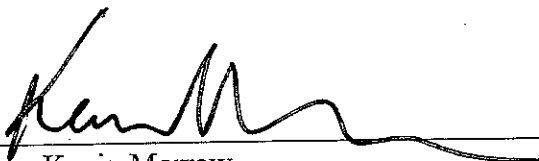
LICENSEE shall not permit any contractor, vendor or subcontractor to provide any services relating to LICENSEE'S Event unless appropriate evidence of insurance coverage with respect to such contractor, vendor or subcontractor has been provided to LICENSOR.

LICENSEE shall obtain a signed Indemnification Agreement from each contractor, vendor or subcontractor which contains an agreement from such contractor, vendor or subcontractor to indemnify the LICENSOR with regard to any claims that arise out of such contractor's, vendor's or subcontractor's operations relating to LICENSEE'S Event to the extent not otherwise covered by the insurance referenced in Paragraph 9 hereof.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

By  _____
Kevin Morrow

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES – CONFIGURATION**

A. Capacity – TBD – Must be approved by the New Jersey Department of Community Affairs

B. Ticket Prices

-Friday Single Day - \$30.00

-Saturday and Sunday Single Day - \$60.00

-Saturday/Sunday – Two Day Pass - \$110.00

-Friday/Saturday/Sunday – Three Day Pass - \$125.00

-Wayne's VIP Ticket Package – Three Day Pass - \$300.00

A \$3.00 facility fee is included in the ticket prices above and LICENSOR is entitled to keep such revenue; provided that LICENSOR shall pay one dollar (\$1.50) of such revenue to LICENSEE at settlement. The facility fee is subject to the 7% New Jersey State Sales tax.

C. The LICENSOR shall have the right to cause to be set aside for its purchase up to 500 tickets per day.

D. Customary prohibitions as approved by the LICENSOR shall be printed on event ticket.

2. **SUITES**

There will be no suites in use for this Event.

3. **COMPLIMENTARY TICKET DISTRIBUTION**


The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show

4. **OTHER REVENUE**

It has been agreed upon by LICENSOR and LICENSEE that once the turnstile count for the Event reaches 68,132, LICENSEE shall receive \$2.50 per head from LICENSOR for each turnstile count beginning with 68,133 and above.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

By 
Kevin Morrow

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of April, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Touring (USA), Inc. at 9348 Civic Center Drive, Beverly Hills, CA 90210 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Il Divo Concert

The Theater at IZOD Center

Date: May 9, 2009

Time: 7:30 pm – 11:00 pm

Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 9th day of May, 2009 and to the 10th day of May, 2009 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$57,500 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE except for reasonable wear and tear or where damages are the result of the negligence or intentional acts or omissions of LICENSOR and its representatives. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All building spots and forklifts, turnstiles, painting, utilities, elevators, seating, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect

the public. The items in paragraph 4(a) and (b) above shall be provided by LICENSOR at no additional cost to LICENSEE.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total, if mutually agreed by the parties.

e. All entry to the Premises on Event dates shall be by ticket only purchased at the full ticket price except for employees of LICENSEE and LICENSOR. LICENSOR will provide, as soon as practicable on the night of each confirmed concert, a count of all tickets deposited in the Arena's drop boxes.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, LICENSEE shall not be required to pay any amount of the License Fee but LICENSEE agrees to pay all out of pocket expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

H Divo

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person lawfully thereon; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the activities conducted by LICENSEE, its agents, members, or guests. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to

assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management (but not the production), including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security, but LICENSOR will consult with LICENSEE.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK. LICENSEE may supply its own band and crew catering and will not be charged a fee for same.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 70/30 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

ARAMARK shall be the vendor and LICENSOR represents that ARAMARK has agreed to the above deal.

17. **BROADCAST RIGHTS**

LICENSOR grants to LICENSEE all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR. The LICENSOR shall not charge any fee for the origination.

The LICENSOR will waive the broadcast origination fee. The LICENSEE shall be responsible for all direct and indirect costs in connection with photographing, filming, videotaping, recording, taping, etc. the Event. In exchange, the LICENSEE shall use the words "Live at the IZOD Center" in the photograph, film, videotape, recording tape or another appropriate credit.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. The LICENSEE shall be responsible for adherence to any and all applicable laws relating to any broadcast of the Event. In this regard, LICENSEE shall advise the LICENSOR of any requirements regarding the broadcast notification, including but not limited to notification of the patrons. The LICENSOR agrees to assist the LICENSEE in providing any and all such notifications and the LICENSEE agrees to reimburse the LICENSOR for all costs relating thereto. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **Intentionally Deleted.**

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above. An *Il Divo* concert is hereby approved.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager with the mutual consent of LICENSEE. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement, unless such damage is caused by the negligence or willful actions or inactions of the LICENSOR or its representatives. Subject to the foregoing, LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE

shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee (LICENSEE shall only be responsible for LICENSOR'S out of pocket expenses) and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave

exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, expense portion of LICENSEE fee shall be forfeited, prorated, or adjusted at the sole reasonable discretion of the LICENSOR based on the situation (LICENSEE shall only be responsible for LICENSOR'S out of pocket expenses) and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

(a) Subject to paragraph 35(b) below, LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

(b) There may be no public address announcements other than those giving notice of services available at the Venue or public safety information or introductions of the Artist without the prior approval of the LICENSEE. No such announcement may be made less than 30 minutes prior to or during the Artist's performance. The use of any in-house video screens or television monitors for purposes other than the advertisement of services, existing venue advertisers or upcoming events must have the prior approval of the LICENSEE. Any video display visible within the audience area of the Venue must be turned off at least 30 minutes prior to the Artist's performance and remain off until house lights are turned on at the end of the performance.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement

date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any material covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid provided the LICENSOR shall first give LICENSEE written notice and a reasonable opportunity to cure the breach. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, act of terrorism or immediate threat thereof which affects the Event, labor dispute, fire, casualty, Artist illness, injury, death or other unforeseen occurrence or any other cause beyond the control of either party or which the parties are unable to avoid by exercise of due diligence, neither party shall have any obligation or liability whatsoever to the other as a result thereof, provided that LICENSEE shall reimburse LICENSOR for out of pocket expenses in connection with the event and this Agreement shall terminate. If the event is rescheduled for any reason, LICENSEE shall

only be responsible for the License Fee and expenses for the new date and LICENSOR'S out of pocket expenses for the cancelled date.

42. Intentionally Deleted.

43. SEVERABLE AGREEMENT

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. Intentionally Deleted.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. RELATIONSHIP

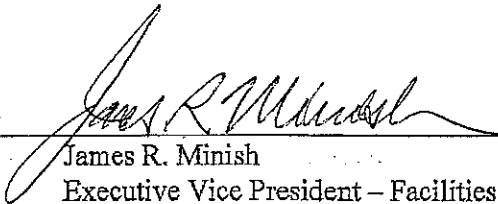
The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

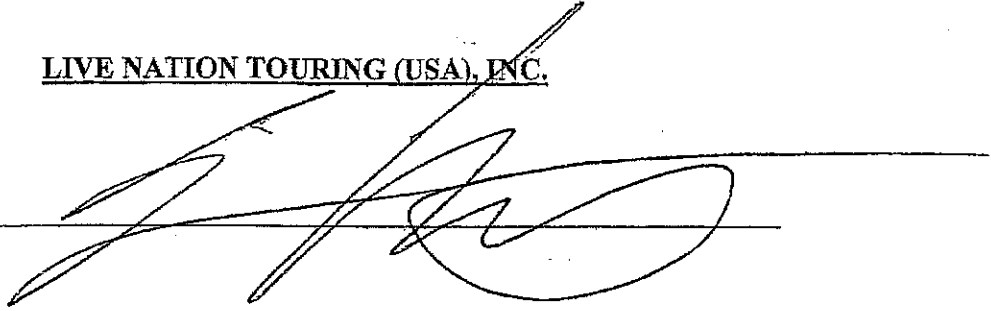
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By


James R. Minish
Executive Vice President - Facilities

LIVE NATION TOURING (USA), INC.

By

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and cursive, starting with a large, sweeping initial letter that extends above the line. The rest of the signature is more compact and loops back under the line.

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$154.70
Lower Tier/Upper Tier	\$89.70
Upper Tier	\$59.70

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show. Any tickets held past the public onsale date shall be deemed purchased by LICENSOR.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**


- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE. Suite 121 may be obstructed view due to production.

3. COMPLIMENTARY TICKET DISTRIBUTION

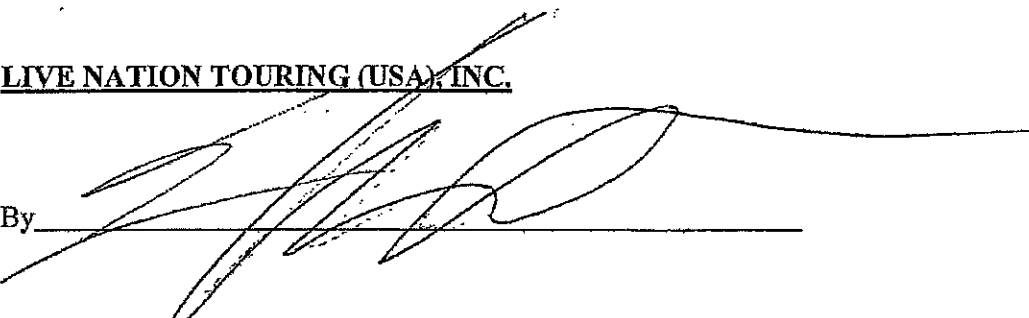
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets; in LICENSEE'S discretion

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION TOURING (USA), INC.

By 

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of January, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Bergen Community College, 400 Paramus Road, Paramus, NJ 07652, hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Bergen Community College Commencement Exercises
IZOD CENTER - Theater
Date: May 14, 2009
Event Time: 9:00 AM – 12:30 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 14th day of May, 2009 and to the 14th day of May, 2009 at 1:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit

for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$10,000.

A non-refundable deposit of \$10,000 is due upon contract signing but no later than March 4, 2009.

A \$30,000 deposit against expenses is due by Wednesday, April 29, 2009.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the Event after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between Event clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a

penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Bergen Community College Commencement Exercises

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the sums paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSEE shall be responsible for paying to LICENSOR such sums not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by

this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

LICENSOR agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSEE against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSOR or any contractor or subcontractor of the LICENSOR, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSOR. This obligation includes reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of

any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

LICENSOR hereby agrees that LICENSEE may broadcast the commencement exercises via the Internet through a webcast and that LICENSOR will not require a payment for that privilege and shall not charge any fee for the origination of the broadcast. LICENSEE hereby agrees that, in accordance with any applicable union requirements governing LICENSOR'S employees for such recordings/webcasts, LICENSEE shall be responsible for payment to LICENSOR for any costs as a result of such recording/webcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval

from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR such additional sums as shall be

necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of Event times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or Event material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 8:00 AM.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the parties or which the parties are unable to avoid by exercise of due diligence, LICENSOR and LICENSEE shall have no obligation or liability whatsoever to each other as a result thereof. In the event of a Force Majeure circumstance, LICENSOR will refund any pre paid expenses and rental to LICENSEE.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

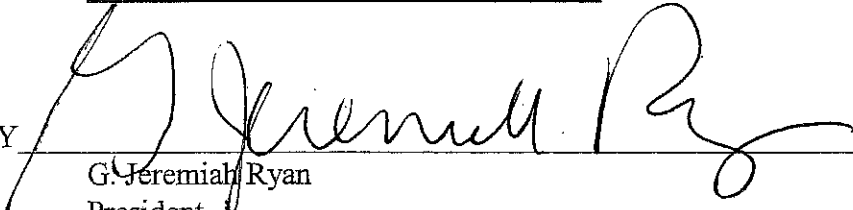
47. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

BERGEN COMMUNITY COLLEGE

BY 
G. Jeremiah Ryan
President

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Z100's Zootopia 2009

Date: May 15, 2009 – Load In

May 16, 2009 – Event Day

Time: 7:30 pm – 11:00 pm – Event Time

Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 15th day of May, 2009 and to the 17th day of May, 2009 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR a License Fee based on the following attendance scale:

\$70,000 plus stagehands – If attendance (turnstile count) is less than 8,000

\$90,000 plus stagehands – If attendance is between 8,000 – 12,000

\$110,000 plus stagehands – If attendance is over 12,000

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation, any elements required to produce an outdoor concert or festival and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event,

operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Black Eyed Peas
All-American Rejects
Soulja Boy Tellen*

*Kelly Clarkson
Jesse McCartney*

*Clara
Flo Rida*

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement,

LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 70/30 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the

license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical

contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The

proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing

such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. RELATIONSHIP


The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

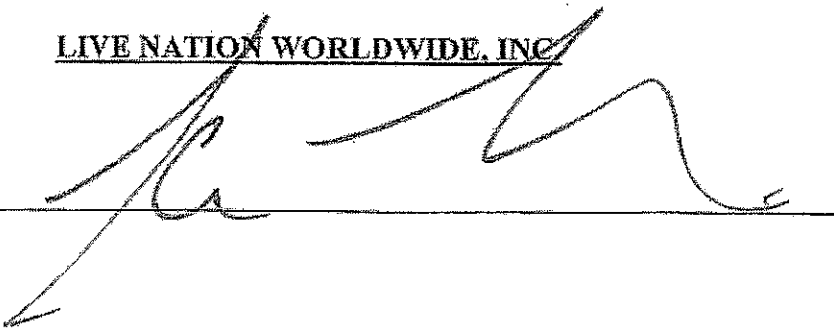
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By


James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC

By



**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier	\$260.00
Floor/Lower Tier	\$180.00
Upper Tier	\$120.00
Upper Tier	\$75.00
Lower Tier/Upper Tier – NO VIEW	\$30.00

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

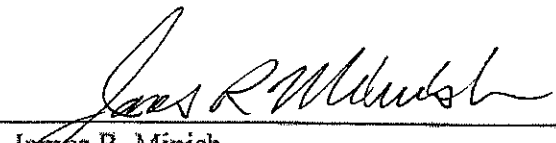
- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

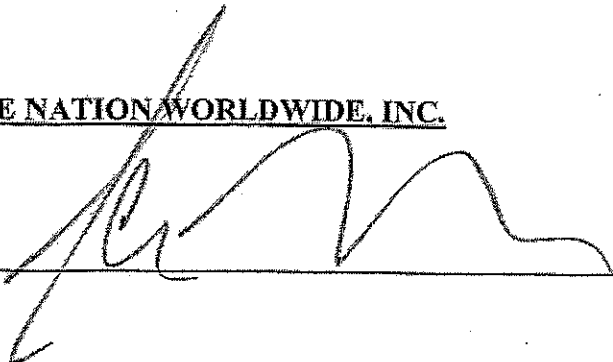
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

By 

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of January, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Fairleigh Dickinson University, 1000 River Road, H-DH3-04, Teaneck, New Jersey 07666-1914 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Fairleigh Dickinson University Commencement
Date: May 19, 2009
Time: 10:00am – 1:00pm
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 19th day of May, 2009 and to the 19th day of May, 2009 at 1:00p.m, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this

permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than May 6, 2009.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

This paragraph is purposely left blank

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Fairleigh Dickinson University Commencement Exercises

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The AUTHORITY shall be listed as additional insured under such policy.

AUTHORITY shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the AUTHORITY, which insures all operations of the AUTHORITY contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the AUTHORITY. The Licensee shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to AUTHORITY such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY's premises.

Certificates of all such insurance shall be provided to the AUTHORITY not less than seven (7) days prior to each season. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S

property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to

require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the

termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full

responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 8:30am.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**


This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

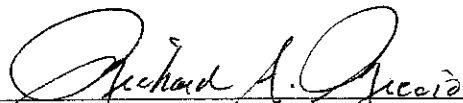
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY


James R. Minish
Executive Vice President – Facilities

FAIRLEIGH DICKINSON UNIVERSITY

BY


Richard A. Riccio
Vice President for Administration

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of January, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and the University of Medicine and Dentistry of New Jersey, 65 Bergen Street, University Heights Newark, NJ 07107, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

UMDNJ Commencement Exercises

IZOD Center

Date: May 20, 2009

Event Time: 10:00 AM – 12:30 PM

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 20th day of May, 2009 and to the 20th day of May, 2009 at 1:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than March 4, 2009.

A \$25,000 deposit against expenses is due by Friday, April 24, 2009.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) and 1(c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

University of Medicine & Dentistry of NJ Commencement Exercises

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and

omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

INITIAL HERE
<i>[Handwritten initials]</i>

to the extent permitted by your state law, to reimburse

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

and subject to the state Tort Claim Act.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should

such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement.

Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice,

dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment

of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 9:00 AM.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against persons relative to admission, services or privileges offered to or enjoyed by the general public.

INITIAL HERE
[Handwritten signature]

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR, or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

the other party *[Handwritten signature]* *OR LICENSEE*

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

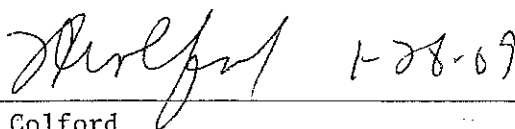
47. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

UNIVERSITY OF MEDICINE & DENTISTRY OF NEW JERSEY

BY  1-28-09
Francis X. Colford
Vice President for Finance and Treasurer

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of January, 2009 by and between the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, acting by its Chief Executive Officer or ARENA Manager, hereinafter referred to as "AUTHORITY", and SETON HALL UNIVERSITY, 400 South Orange Ave., South Orange, New Jersey 07079 hereinafter referred to as "PERMITTEE".

W I T N E S S E T H

A. USE OF PREMISES:

1.a ARENA: Under the terms and conditions herein, AUTHORITY grants PERMITTEE a non-assignable right to use and occupy such portions of the IZOD CENTER, hereinafter "ARENA", described as follows: the Main Arena, and all entryways, vestibules, concourses, seating areas, parking lots, roadways, and patron conveniences associated with maximum usage of the Main Arena. In addition, certain locker rooms and lounges will be designated from existing space for use by the commencement participants as wardrobe and changing rooms.

1.b DESCRIPTION OF EVENT:

SETON HALL UNIVERSITY COMMENCEMENT EXERCISES

MONDAY, MAY 11, 2009 - 10:00 A.M.

2. TIME OF USE: Under this Agreement, PERMITTEE is entitled to use and occupy those portions of ARENA described herein from 6:00 a.m. on the 11th day of May 2009 and terminating at 2:00 p.m. on the 11th day of May 2009.

Event time is 10:00 a.m. Doors open at 8:30 a.m.

B. LICENSE FEE:

PERMITTEE shall pay to the AUTHORITY the sum of \$20,000 as a License Fee for the Event. PERMITTEE shall also reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the Event, which is the subject of this Agreement.

The License Fee shall be paid under the following payment schedule:

- \$20,000 non-refundable deposit due upon contract signing but no later than Wednesday, January 28, 2009.
- \$30,000 deposit against expenses due by Friday, April 24, 2009.
- Final settlement within 30 days of event.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to PERMITTEE.

TERMS AND CONDITIONS OF PERMIT

1. APPROVAL OF CONTRACTS

It is agreed that this contract will not be in force until it has been signed by both parties. In the event approval is denied, any deposit will be refunded to PERMITTEE.

2. CANCELLATION BY PERMITTEE

Should PERMITTEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full license fee guarantee as called for by this Agreement shall be payable by PERMITTEE to AUTHORITY as liquidated damages, not as penalty, and PERMITTEE agrees to also pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

3. INSURANCE

PERMITTEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the PERMITTEE, which insures the operations, contemplated by this Agreement, and the contractual assumption of liability reflected therein. Such General Liability insurance shall be written with a limit of at least \$1,000,000.00 (One Million Dollars) Combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts omissions of any agents or performers and any contractors or subcontractors retained by the PERMITTEE. The AUTHORITY shall be included as an additional insured. A certificate of such insurance shall be provided to the AUTHORITY. The policy shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY. The PERMITTEE shall also provide Worker's Compensation Insurance for any of their employees as required by the Worker's Compensation and Occupational Disease Laws of the State of New Jersey. A certificate of such insurance shall also be provided to the AUTHORITY.

The AUTHORITY represents that it has commercial general liability insurance for any and all claims arising out of the structure or operations of the AUTHORITY and the AUTHORITY'S personnel, agents, servants or representatives. PERMITTEE shall be named in it as an additional insured under that policy. The AUTHORITY shall provide proof of such insurance to PERMITTEE.

4. COMPLIANCE

PERMITTEE agrees that every person connected with PERMITTEE'S use of said building shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the AUTHORITY for the government and management of said building, together with all rules and regulations of

the Police and Fire departments of the City of East Rutherford, and, if the attention of said PERMITTEE is called to a violation on the part of PERMITTEE or any personnel employed by or admitted to said premises by said PERMITTEE, said PERMITTEE will immediately desist from and correct such violation.

5. LICENSES AND PERMITS

PERMITTEE agrees to pay promptly all taxes, excise or license fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and PERMITTEE agrees to provide evidence of same to AUTHORITY upon demand in a form and a time requested by the AUTHORITY.

6. INDEMNITY

The AUTHORITY shall have no responsibility whatsoever for any damage to property of the PERMITTEE or its agents which is placed on the AUTHORITY'S site or facilities or parking lots. The PERMITTEE shall defend, indemnify and hold harmless the AUTHORITY from any and all liability for any loss, injury, or damage to any persons or any property that may be sustained by reason of the negligent activities or operations of the PERMITTEE or any of its servants, agents, or employees in connection with their responsibilities under this agreement. The AUTHORITY shall defend, indemnify and hold harmless the PERMITTEE from any and all liability for any loss, injury, or damage to any persons or any property that may be sustained by reason of the negligent activities or operations of the AUTHORITY or any of its servants, agents, or employees in connection with their responsibilities under this agreement.

7. PUBLIC SAFETY

PERMITTEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All areas of public access and assembly and all ways of access to public utilities shall be kept unobstructed by the PERMITTEE and shall not be used for any purpose other than ingress and egress to and from premises by the PERMITTEE, unless otherwise agreed to by the AUTHORITY.

8. CONCESSIONS

AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell librettos, flowers, refreshments, cigars, cigarettes, candies, sandwiches, beverages, periodicals, and other merchandise, to conduct check rooms, and other privileges and PERMITTEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. The PERMITTEE shall enter into a separate agreement with ARAMARK, the exclusive merchandiser of the AUTHORITY, for the sale to ARAMARK, of event programs, and other items of merchandise specific to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise, provided however,

the net proceeds of all such sales shall be included in, and considered part of, concession revenues. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

9. BROADCAST RIGHTS

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to PERMITTEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

PERMITTEE shall assume all responsibilities and liability regarding said broadcasting, and further agrees to hold AUTHORITY harmless for all claims, damages, liability, costs and expenses (including reasonable attorney's fees arising from any suit or action related to aforesaid broadcasting).

10. COPYRIGHTS

PERMITTEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. PERMITTEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

11. PERFORMANCE APPROVAL

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and PERMITTEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. If AUTHORITY exercises its right to cancel an event under this paragraph, the PERMITTEE is responsible for all costs as enumerated in paragraph 2 hereof.

12. SERVICES PROVIDED

AUTHORITY will provide at PERMITTEE'S expense, heating/air conditioning, overhead lighting for ordinary use and use of the public address system. AUTHORITY will provide at the PERMITTEE'S expense one daily cleaning of all public spaces and between-show clean up as possible for events with more than one performance on a single day. Available dressing rooms and offices will be provided at no cost to PERMITTEE.

13. UTILITY CONNECTIONS:

Contracts for installations of cables, electricity, gas and plumbing shall be made by AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the AUTHORITY if completed at the request of an exhibitor. The costs incurred by the AUTHORITY for electrical, plumbing, cable or gas installations requested by the PERMITTEE shall be billed directly to the PERMITTEE who will be responsible for payment.

14. ELECTRICITY

In the event extra lights, such as spotlights, television lights, or other special lights or extraordinary electrical power shall be required by PERMITTEE, they shall be paid for by PERMITTEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. Such changes will be charged to the Exhibitor. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

15. WATER

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Any damage therein resulting from misuse of any nature or character whatever shall be paid for by the offending party.

16. PERFORMER/EXHIBITOR CONTRACTS

PERMITTEE certifies and attests that it has a valid, properly executed and compatible contract with the performers/exhibitors whose service forms the basis for this use.

17. STAFFING-EXTRA HELP

AUTHORITY shall secure, and PERMITTEE shall pay at the rates on AUTHORITY cost sheets at the time for the event all necessary staffing, including security. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by PERMITTEE will be considered reimbursable costs. These costs shall be considered reimbursable expenses to the AUTHORITY as enumerated in paragraphs 12, 13 and 14 hereof.

18. PERMITTEE PROPERTY

AUTHORITY will accept delivery of property addressed to PERMITTEE only as a service to PERMITTEE, and PERMITTEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, or custody of such property at any time. PERMITTEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by PERMITTEE must be arranged by specific agreement with the AUTHORITY. In the event that PERMITTEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

19. ARENA ACCESS

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

20. DEFACEMENT OF BUILDING

PERMITTEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building not shall be made or allow to be made any alterations of any kind therein. That if said premises, or any portion of said building or grounds, during the terms of this permit, shall be damaged by the act, default, or negligence of PERMITTEE, the PERMITTEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. PERMITTEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of PERMITTEE, or by or with the consent of PERMITTEE'S employees or any person acting for or on behalf of said PERMITTEE and said PERMITTEE agrees to have on hand at all times sufficient security to maintain order and protect persons and property as required by the AUTHORITY.

21. SIGNS AND POSTERS

PERMITTEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

22. ADVERTISING

PERMITTEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY are the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

23. OCCUPANCY INTERRUPTION

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the PERMITTEE shall pay for said premises only up to the time of said terminating at the rate herein specified and the said PERMITTEE hereby waives any claim for damages or compensation due to such termination. PERMITTEE may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but PERMITTEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the PERMITTEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation, and PERMITTEE hereby waives any claims for damages or compensation from AUTHORITY.

24. OBJECTIONABLE PERSONS

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to PERMITTEE for any damages that may be sustained by PERMITTEE through the exercise by AUTHORITY of such right.

25. REFUND OF TICKET REVENUE

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy of retaining faith. This shall include, but not be limited to, seats blocked by equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the PERMITTEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

26. AGREEMENT TO QUIT PREMISES

PERMITTEE agrees to quit licensed space no later than the time stated in this Agreement as specified in paragraph A.2. above. Failure to quit the premises will make the PERMITTEE liable for additional rent payment(s) of \$5,000.00 per hour.

27. LOST ARTICLES

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in PERMITTEE'S employ shall not collect or interfere with the collection or custody of such articles.

28. NON-ASSIGNMENT

PERMITTEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

29. DEFAULT

PERMITTEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement herein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said PERMITTEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

30. CIVIL RIGHTS

PERMITTEE agrees not to discriminate against any patron employee or applicant for employment because of race, religion or national origin.

31. FORCE MAJEURE

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to PERMITTEE as a result thereof.

32. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) PERMITTEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the PERMITTEE notice of said termination in writing at any time prior to the commencement of the event.

33. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part thereof.

34. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the PERMITTEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the PERMITTEE.

35. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of binding arbitration.


36. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws governing the State of New Jersey.



37. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the PERMITTEE an agent or employee of the AUTHORITY.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

SETON HALL UNIVERSITY

BY   3/24/09
Sr. Paula Marie Buley, I.H.M.
Executive VP, Administration

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of January, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and New Jersey City University, 2039 Kennedy Blvd., Jersey City, New Jersey 07305 hereinafter referred to as LICENSEE,

W I T N E S S E T H

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

New Jersey City University Commencement Exercises

IZOD Center

Date: May 12, 2009

Event Time: 9:30am – 1:00pm

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 12th day of May, 2009 and to the 12th day of May, 2009 at 1:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit

for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than March 4, 2009.

A \$25,000 deposit against expenses is due by Friday, April 3, 2009.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) and 1(c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called

for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

New Jersey City University Commencement Exercises

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$1,000,000 (one million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (five million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original

condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

Between the LICENSEE and the LICENSOR, subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, and subject to the provision of subsection below, shall be responsible for, and shall at it's own expense, defend itself against any and all suits, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising out of or in connection with any act or omission of the LICENSEE, its employees, agents or officers, in the performance of the obligations assumed by the LICENSEE pursuant to the Agreement. The LICENSEE hereby releases LICENSOR and their agents and representatives from any an all liabilities, claims, losses, costs, expense and demand of the LICENSEE'S performance of the obligations assumed by the LICENSEE pursuant to this agreement.

- (a) Between the LICENSEE and the LICENSOR, the LICENSOR shall be responsible for, and shall at its own expense, defend itself against any and all suites claims, losses, demands or damages of whatsoever kind of nature, arising out of or in connection with any act of omission of LICENSOR in the performance of the obligations assumed by LICENSOR pursuant to this agreement. LICENSOR hereby releases the LICENSEE from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under LICENSEE or federal law, solely out of or in connection with LICENSOR'S performance of the obligations assumed by LICENSOR pursuant to this Agreement.

- (b) In the event the LICENSEE contracts out any services to third parties contemplated by this Agreement, the LICENSEE shall cause such entity to hold harmless and indemnify Licensor from all losses, claims and expenses, including, but not limited to, attorney's fees, resulting from the Agreement, and, at the request of LICENSOR will supply proof of such indemnification.
- (c) LICENSEE will be solely responsible for the conduct and activities of LICENSEE'S employees, agents, contractors, guests and invitees and, for the purpose of the Agreement, such conduct and activities shall be deemed conduct and activities of LICENSEE. LICENSEE and its employees, agents, contractors, guests and invitees will abide by all reasonable rules and regulations adopted by LICENSOR for the use, occupancy and operation of the Premises and the Facility.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during

any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraph 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized

event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 8:00 AM.

33. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

34. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

35. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

36. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

37. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

38. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

39. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

40. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is

unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

41. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

42. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

43. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

44. **APPLICABLE LAW**


This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

45. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.


NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY


James R. Minish
Executive Vice President – Facilities

NEW JERSEY CITY UNIVERSITY

BY


Aaron Aska
Vice President for Administration and Finance

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of January 2009 by and between the New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer or ARENA Manager, hereinafter referred to as "AUTHORITY", and MONTCLAIR STATE UNIVERSITY, Upper Montclair, New Jersey 07043 hereinafter referred to as "PERMITTEE".

WITNESSETH

A. USE OF PREMISES:

1.a. ARENA: Under the terms and conditions herein, Authority grants PERMITTEE a non-assignable right to use and occupy such portions of the IZOD CENTER, hereinafter "ARENA", described as follows: the Main Arena, and all entryways, vestibules, concourses, seating areas, parking lots, roadways, and patron conveniences associated with maximum usage of the Main Arena. In addition, certain locker rooms and lounges will be designated from existing space for use by the commencement participants as wardrobe and changing rooms.

b. DESCRIPTION OF EVENT:

Montclair State University Commencement Exercises

Date: May 22, 2009

Time: 10:00am

2. TIME OF USE: Under this agreement, PERMITTEE is entitled to use and occupy those portions of ARENA described herein from 6:00 a.m. on the 22nd day of May 2009 and terminating at 3:00 p.m. on the 22nd day of May 2009.

Event Time is 10:00 a.m. Doors open at 8:30 a.m.

B. LICENSE FEE:

In consideration of this permit for occupancy and use of the Arena, PERMITTEE agrees to pay AUTHORITY the sum of \$20,000.00 (twenty thousand) payable on or before May 6, 2009. In addition, PERMITTEE shall reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the event, which is the subject of this Agreement.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to PERMITTEE.

TERMS AND CONDITIONS OF PERMIT

1. APPROVAL OF CONTRACTS

It is agreed that this contract will not be in force until it has been signed by both parties. In the event approval is denied, the deposit will be refunded to PERMITTEE.

2. CANCELLATION BY PERMITTEE

Should PERMITTEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full license fee guarantee as called for by this Agreement shall be payable by PERMITTEE to AUTHORITY as liquidated damages, not as penalty, and PERMITTEE agrees to also pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

3. INSURANCE

See Attachment "A"

4. COMPLIANCE

PERMITTEE agrees that every person connected with PERMITTEE'S use of said building shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the AUTHORITY for the government and management of said building, together with all rules and regulations of the Police and Fire departments of the City of East Rutherford, and, if the attention of said PERMITTEE is called to a violation on the part of PERMITTEE or any personnel employed by or admitted to said premises by said PERMITTEE, said PERMITTEE will immediately desist from and correct such violation.

5. LICENSE AND PERMITS

PERMITTEE agrees to pay promptly all taxes, excise or license fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and PERMITTEE agrees to provide evidence of same to AUTHORITY upon demand in a form and a time requested by the AUTHORITY.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section A.2 above, there shall be an additional charge to the PERMITTEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. DAMAGE TO PROPERTY OF PERMITTEE

The AUTHORITY shall have no responsibility whatsoever for any damage to property of the PERMITTEE or its agents which is placed on the AUTHORITY'S site or facilities or parking lots.

8. PUBLIC SAFETY

PERMITTEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All areas of public access and assembly and all ways of access to public utilities shall be kept unobstructed by the PERMITTEE and shall not be used for any purpose other than ingress and egress to and from premises by the PERMITTEE, unless otherwise agreed to by the AUTHORITY.

9. CONCESSIONS

AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell librettos, flowers, refreshments, cigars, cigarettes, candies, sandwiches, beverages, periodicals,

and other merchandise, to conduct check rooms, and other privileges and PERMITTEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. The PERMITTEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise specific to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise, provided however, the net proceeds of all such sales shall be included in, and considered part of, concession revenues. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

ARAMARK will not sell or dispense alcoholic beverages during the subject event. Notwithstanding the provisions of this paragraph, the PERMITTEE has the right to sell and distribute graduation caps and gowns to event participants and the Authority and ARAMARK waive any claim to revenues generated from the sale and distribution of said caps and gowns.

10. **COPYRIGHTS**

PERMITTEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event.

11. **SERVICES PROVIDED**

AUTHORITY will provide at PERMITTEE'S expense, heating/air conditioning, overhead lighting for ordinary use and use of the public address system. AUTHORITY will provide at the PERMITTEE'S expense one daily cleaning of all public spaces and between-show clean-up as possible for events with more than one performance on a single day. Available dressing rooms and offices will be provided at no cost to PERMITTEE.

12. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the AUTHORITY if completed at the request of an exhibitor. The costs incurred by the AUTHORITY for electrical, plumbing, cable or gas installations requested by the PERMITTEE shall be billed directly to the PERMITTEE who will be responsible for payment.

13. **ELECTRICITY**

In the event extra lights, such as spotlights, television lights, or other special lights or extraordinary electrical power shall be required by PERMITTEE, they shall be paid for by PERMITTEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. Such changes will be charged to the Exhibitor. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

14. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Any damage therein resulting from misuse of any nature or character whatever shall be paid for by the offending party.

15. **STAFFING-EXTRA HELP**

AUTHORITY shall secure, and PERMITTEE shall pay at the rates on AUTHORITY cost sheets at the time for the event all necessary staffing, including security. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection platform stands, staging, props and employee work on overtime resulting from such special service requests made by PERMITTEE will be considered reimbursable costs. These costs shall be considered reimbursable expenses to the AUTHORITY as enumerated in paragraphs 14, 15, and 16 hereof.

16. **PERMITTEE PROPERTY**

AUTHORITY will accept delivery of property addressed to PERMITTEE only as a service to PERMITTEE. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchman or other protective service desired by PERMITTEE must be arranged by specific agreement with the AUTHORITY. In the event that PERMITTEE shall leave any property on the premises after their termination of the engagement contracted from herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

17. **ARENA ACCESS**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

18. **DEFACEMENT OF BUILDING**

PERMITTEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall he make or allow to be made any alterations of any kind therein. That if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of PERMITTEE, the PERMITTEE, will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. PERMITTEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of PERMITTEE, or by or with the consent of PERMITTEE'S employees or any person acting for or on behalf of said PERMITTEE and said PERMITTEE agrees to have on hand at all times sufficient security to maintain order and protect persons and property as required by the AUTHORITY.

19. **SIGNS AND POSTERS**

PERMITTEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

20. **ADVERTISING**

PERMITTEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY are the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

21. **OCCUPANCY INTERRUPTION**

In the case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the PERMITTEE shall pay for said premises only up to the time of said terminating at the rate herein specified and the said PERMITTEE hereby waives any claim for damages or compensation due to such termination. PERMITTEE may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but PERMITTEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the PERMITTEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation, and PERMITTEE hereby waives any claims for damages or compensation from AUTHORITY.

22. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to PERMITTEE for any damages that may be sustained by PERMITTEE through the exercise by AUTHORITY of such right.

23. **AGREEMENT TO QUIT PREMISES**

PERMITTEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the PERMITTEE liable for additional payment of rent as indicated in paragraph 6 above.

24. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in PERMITTEE'S employ shall not collect or interfere with the collection or custody of such articles.

25. **NON-ASSIGNMENT**

PERMITTEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

26. **DEFAULT**

PERMITTEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement herein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said PERMITTEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid.

27. **CIVIL RIGHTS**

PERMITTEE agrees not to discriminate against any patron employee or applicant for employment because of race, religion or national origin.

28. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either PARTY or which the affected PARTY is unable to avoid by exercise of due diligence, the PARTIES shall have no obligation or liability whatsoever to each other as a result thereof.

29. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) PERMITTEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the PERMITTEE notice of said termination in writing at any time prior to the commencement of the event. PERMITTEE shall have the right to cure any defect giving rise to the termination upon reasonable notice.

30. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

31. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the PERMITTEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the PERMITTEE.

32. **APPLICABLE LAW**

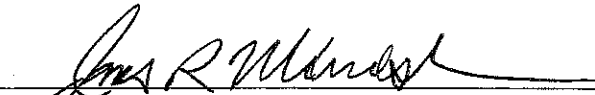
This Agreement shall be interpreted according to the provisions of the laws governing the State of New Jersey.

33. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the PERMITTEE an agent or employee of the AUTHORITY.

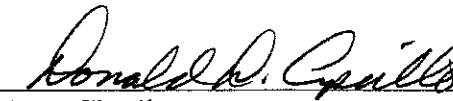
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY


James R. Minish
Executive Vice President -- Facilities

MONTCLAIR STATE UNIVERSITY

BY


Don Cipullo
Vice President for Finance and Treasurer

Attachment A

Any agreement signed on behalf of the State of New Jersey by a State official or employee shall be subject to all of the provisions of the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

The Act also creates a special self-insurance fund and provides for payment of claims against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the agreement should be referred for handling to the Attorney General, Division of Law, Claims Service Section, Richard J. Hughes Justice Complex, Trenton, New Jersey 08625.

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA
(HEREIN CALLED "FEDERATION")



CREATIVE ARTISTS AGENCY

2000 Avenue of the Stars
Los Angeles, CA 90067
424-288-2000/288-2900 Fax

ELECTRONIC

FOR TRAVELING ENGAGEMENTS AND LOCAL ENGAGEMENTS

Whenever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over The Territory In Which The Engagement Covered By This Contract Is To Be Performed.

This Contract for the personal services of musicians on the engagement described below is made this 29th day of Jan, 2009 between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians

1. Name and Address of Place of Engagement: Izod Center - East Rutherford, NJ
 Name of Band or Group: BRUCE SPRINGSTEEN AND THE E STREET BAND - Thrill Hill Productions, Inc. f/s/o BRUCE SPRINGSTEEN AND THE E STREET BAND (13-2852897)
 Number of Musicians: (10)
 2. Date(s), Showtime: Thu, 21st of May, 2009 @ TBA; Sat, 23rd of May, 2009 @ TBA
 3. Type of Engagement (specify where dance, stage show, banquet, etc): Public Concert
 4. Additional Information:
 Billing: Artist to receive 100% Headline billing.
 Performance Length: Artist to perform one complete show.
 Sound and Lights: Purchaser to pay Artist \$40,000 per show for Artist supplied sound and lights.
 Support Talent: Artist to perform "An Evening With."
 Additional Provisions: The deposit must be received in full in US Dollars less applicable taxes. The deposit must be sent no later than one week prior to the on-sale date. All payments hereunder shall be made to the following account:
 Account Name: CAA Client Trust Account
 Bank: City National Bank
 Address: 400 N. Roxbury Dr., 4th Floor, Beverly Hills, CA 90210
 Attention: Mariani Zakian
 Telephone #: 310-888-6186

Merchandise: 80/20
85/15 CD/DVD
 Who Sells: Venue sells

5. COMPENSATION AGREED UPON (Amount and Terms):
~~\$2,250,000~~ \$2,250,000 guarantee VS 100% of GBOX after all approved expenses and taxes, whichever is greater

#0,269,921.80
 TICKET SCALING: Show Type: Public Concert

P-1	17,275	17,275	@	\$95.00	\$1,641,125.00	\$1,641,125.00
P-2	1,648	1,648	@	\$65.00	\$107,120.00	\$107,120.00
Show Capacity:	18,923	18,923		Show Gross:	\$1,748,245.00	\$1,748,245.00
Total Capacity:	37,846	37,846		Total Gross:	\$3,496,490.00	\$3,496,490.00
Total Tax%	7.00%			Tax/Deductions:	(522,882.19)	Net Potential: \$2,973,607.81

ADDITIONAL PER TICKET CHARGES (for all shows unless otherwise noted) (230,742.40) \$3,267,747.60

TYPE	COST	INCL. IN PRICE?	Tax	7%
Facility Fee	\$3.00	no		
	\$1,134,963.40			

6. DEPOSITS/CONTRACTS: ~~\$1,134,963.40~~ due IMMEDIATELY
 Purchaser will make payments as follows: all payments shall be paid by certified check, money order, bank draft, wire transfer, or cash. Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's client trust account on behalf of Producer. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Producer, regardless of payments sent to CAA on behalf of Producer, including but not limited to deposits. CONTRACTS MUST BE RETURNED WITHIN 30 DAYS OF RECEIPT. BALANCE of Guarantee, Plus Percentage Payments, if any, and Sound and lights Payments, if any, to be paid in United States Currency by PURCHASER to ARTIST no later than Prior to Performance, evening of engagement

- 7. Riders Attached Hereto Are Hereby Made a Part Hereof.
- 8. If Artist is Headlining This Engagement: "All Support Talent is Subject to Artist Approval."
- 9. If Artist is Supporting This Engagement: "Artist's Performance is Subject to the Appearance and Approval of the Headliner."
- 10. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission.
- 11. It is expressly understood by the Purchaser and Musician(s) who are parties to this contract that neither the Federation nor the Local Union are party to this contract in any capacity except as expressly provided in 10 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.
- 12. A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating with the musician(s) performing the engagement and the Purchaser.

BRUCE SPRINGSTEEN AND THE E STREET BAND - Izod Center - East Rutherford, NJ (Buyer: NJ Sports and Exposition Authority - East Rutherford, NJ)

13. The agreement of the musicians to perform is subject to proven detection by sickness, accidents, riots, strikes, epidemics, act of god or any other legitimate conditions beyond their control.

THE FOLLOWING PROVISIONS (SECTION 14) ARE ONLY APPLICABLE TO "LOCAL ENGAGEMENTS" AS DEFINED BY THE FEDERATION:

14. Resolution of controversies or claims: Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be submitted to arbitration under one of the following procedures to be selected by the Purchaser at the time that this contract is signed, by placing his or her initials in the box adjacent to the procedure selected. In the event that neither box is initialed, it will be presumed that the Purchaser has chosen the applicable procedures set forth in "B";

A (American Arbitration Association) Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the Award rendered may be entered in any court having jurisdiction thereof. The cost of the arbitration proceeding, except those cost personally incurred by the parties hereto for the presentation of their own case, shall be shared equally by the Purchaser and the Signatory Musician(s).

B (Local Union) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration by the Executive Board or other body of the Local Union charged with responsibility of settling such controversy or claim. All rulings and awards made by the Local Union in arbitration hereunder may be appealed to the International Executive Board of the Federation (herein called "IEB") any party who was a participant therein. Appeals from such proceedings shall be perfected in the manner provided in the Rules of Practice and Procedure if the IEB in effect at the time of such appeal. All rulings and awards made by the Local Union in arbitration which are not appealed to the IEB shall be final and binding upon the Purchaser and participating musician(s). Any party to an arbitration proceeding before the Local Union or, to an arbitration appeal to the IEB may bring an action to confirm or enforce a final determination and award of the Local Union or, if appealed, of the IEB in the courts of the jurisdiction in which the office of the Local Union is located; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of such court or courts for that purpose.

Names of All Musician(s)	Local #	U.S. Social Security Numbers
Bruce Springsteen	802	
Clarence Clemmons		
Gary Tallent		
Steven Van Zandt		
Max Weinberg		
Danny Federici		
Roy Bittan		
Nils Lofgren		
Patti Scialfa		
Suzie Tyrell		

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written

James R. Minish
 Robert Van Zandt - NJ Sports and Exposition Authority - East Rutherford, NJ
 PRINT PURCHASER'S FULL AND CORRECT NAME
 (IF PURCHASER IS CORP., FULL AND CORRECT CORP. NAME)
 X *James R. Minish*
 SIGNATURE OF PURCHASER (OR AGENT THEREOF)
 NJ Sports and Exposition Authority - East Rutherford, NJ
 Izod Center, Meadowlands Sports Complex, 50 Route 120
 STREET ADDRESS
 East Rutherford NJ 07073
 CITY STATE ZIP CODE
 201-460-4387
 Business Phone

Rob Light
 SIGNATORY MUSICIAN HOME LOCAL UNION NO
 SIGNATURE OF SIGNATORY MUSICIAN
 MUSICIAN'S HOME ADDRESS
 CITY STATE ZIP CODE
 Rob Light 317504
 Booking Agent Agreement No.

Mail To: *Mart Bell* *Izod Center*
 East Rutherford, NJ Sports and Exposition Authority, Meadowlands Sports Complex, 50 Route 120, East Rutherford, NJ 07073
 Business phone: 201-460-4387; Business fax: 201-507-8122
 4374



ADDITIONAL RIDER TO CONTRACT DATED : 01/29/2009
 BY AND BETWEEN BRUCE SPRINGSTEEN AND THE E STREET BAND - Thrill Hill Productions, Inc. f/s/o
BRUCE SPRINGSTEEN AND THE E STREET BAND (13-2852897)
 (hereinafter referred as PRODUCER), AND NJ Sports and Exposition Authority
 (hereinafter referred as PURCHASER) FOR PERFORMANCE (S) AT Izod Center
 IN East Rutherford, NJ ON Thu 05/21/09 - TBA, Sat 05/23/09 - TBA

Expenses

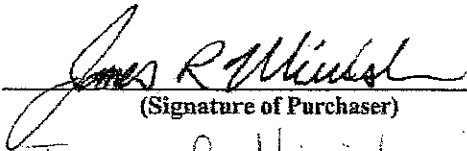
VARIABLE EXPENSES:

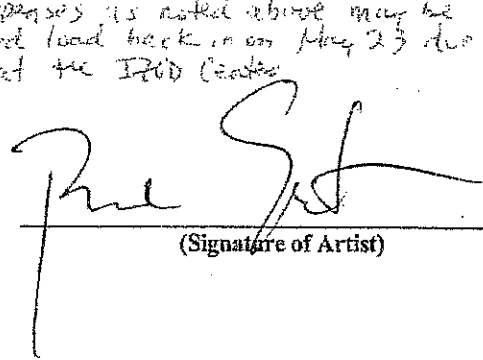
Total Variable %: .00% Total Variable \$: \$00

FIXED EXPENSES:					
Advertising	\$55,000.00	Phone	\$1,600.00	Other Expenses:	
ASCAP	\$6,737.00	Runners	\$1,800.00	Ambulance	\$1,000.00
Barricade	\$4,036.00	Security	\$22,682.00	Backstage	\$9,111.00
BMI	\$5,053.00	Security/Police	\$14,550.00	Box Office Staff	\$1,572.00
Box Office Fee	\$3,951.00	Set-up	\$1,500.00	Credit Card	\$17,278.00
Catering	\$35,726.00	Sound & Lights	\$80,000.00	Supervision	\$15,288.00
Clean-up	\$9,747.00	Stagehands	\$72,569.00	Toll Calls	\$300.00
Furniture	\$7,378.00	Towels	\$348.00	Union Trades	\$22,457.00
Insurance	\$6,369.00	Transportation (/ Vans)	\$1,174.00	Wristbands	\$600.00
Medical	\$2,950.00	Ushers (/ Takers)	\$21,563.00		
Miscellaneous	\$5,000.00	Utilities	\$3,000.00		
Notes:				Total:	\$430,339.00

If the PURCHASER has other or greater expenses, the contract shall not be affected (except advertising, stagehands or catering, which may increase with written approval of ARTIST's management). If, however, the bona fide aggregate paid bills related to any of the above listed costs shall total less than stated herein, the expenses will be reduced by the difference between the total listed costs above and actual total listed costs as established to the reasonable approval of ARTIST's auditors based on the books, records, and paid bills maintained in connection with the event. It is the responsibility of the PURCHASER to have on hand at the event any and all original paid or unpaid bills needed to document said expenses. Any expenses not so documented will be the PURCHASER's sole responsibility. *It is understood by the parties that the expenses as noted above may be higher should the event need to load out on May 21 and load back in on May 23 due to a previously scheduled graduation on May 22, 2009 at the Izod Center.*

ACCEPTED AND AGREED TO BY:


 (Signature of Purchaser)
 James R. Minish
 Executive Vice President - Facilities


 (Signature of Artist)

THRILL HILL PRODUCTIONS TOUR RIDER 2009

The purpose of this rider is to assure the Purchaser, the Artist, and the audience the most professional performance situation possible. Please be aware our tour is visiting many types of venues. Some requirements may need to be adjusted. Please have your technical representative go over this for conversation with our production manager.

For any questions, the following people are your contacts. Please call no matter how minor or insignificant a problem seems.

Management

Jon Landau Management
Jon Landau/ Barbara Carr
158 Rowayton Avenue
Rowayton, CT 06853

Tour Director

George Travis


Production Manager

George Stipanovich

Booking Agent

Barry Bell - BPB Consultant LLC

Rob Light - CAA

Business Management

Chapman, Bird, Grey & Tessler
Nancy Chapman, Patty DeFrancesco, Teresa Polyak

Tour Accountant

Michael Lorick

Road Managers

Wayne Lebeaux

Fred Girello/

Security Director

Jerry Fox Jr.

Thrill Hill Productions 2009

Working on a Dream

v1

1/27/2009

Catering Advance

Zoie Hebler

Public Relations

Shore Fire Media / Marilyn Lavery

Spots and Ad/mats

Bill Young Productions/Steve Bassett

Vendor Contact info

Merchandising

Signatures / Rick Fish

Lighting

Morpheus Lighting / Paul Weller

Sound

Audio Analysts / Bert Pare, Albert Leccese

Video

Pete's Big TV's/ Peter Daniel

This RIDER to be attached and made part of the CONTRACT dated _____
between Thrill Hill Productions, Inc. (hereinafter called "ARTIST") and
_____ (hereinafter called "PURCHASER").

The following provisions shall be deemed incorporated in and as part of the attached Contract. Furthermore, no changes shall be allowed without the prior written consent of the ARTIST.

A. TICKET SALES: All tickets must be printed BRUCE SPRINGSTEEN and the E STREET BAND. The PURCHASER shall provide a ticket manifest upon the signing of this Contract. The manifest must be produced by a bonded printer and must be confirmed as being correct by a notary public. This manifest should show the number, price and color of all tickets that will be produced for the performance(s). All tickets must be consecutively numbered and in the event of more than one performance in one venue be printed in a different range of color for each performance. If a different price scale is to be used for advance and day of performance sales, then two types of tickets must be used. Each should clearly show the relevant price and furthermore the two types of tickets to be used must be easily distinguishable by use of different colored stock. Each ticket must have the following wording clearly displayed on its face: "No cameras, tape/video recorders/laser pointers are allowed." "Bruce Springsteen and the E-Street Band" should be same font size.

On the date of the performance the PURCHASER must furnish the ARTIST'S Production or Tour Manager with a seating chart of the venue. This chart must show all the positions of unsellable/obstructed vision tickets that have been withdrawn from sale and the positions of any complimentary tickets held.

PURCHASER will present to the ARTIST'S Tour Manager/Accountant at the time of the performance financial settlement(s), all unsold tickets for counting and verification against the venue box office report(s). Gross ticket sales shall be determined by the difference between the numbers of the tickets printed, less any tickets not sold. This is a "no comp" tour except for zero dollar tickets designated otherwise at artist discretion (charitable organizations, etc).

In the event of tickets being sold at a discount for any reason whatsoever, the gross ticket sales will be based on the full face value of the tickets and not the reduced price unless prior written agreement of the ARTIST has been obtained.

A venue box office statement shall be furnished to the ARTIST'S Tour Manager/Accountant not later than two (2) hours after the commencement of the performance(s). The ARTIST'S Tour Manager/Accountant shall have the right to enter the venue box office at any time on the date of the performances(s) to inspect the records that relate to the gross receipts of each performance. Where the gross ticket sales exceed the gross potential ticket sales as stated in the attached contract, the ARTIST shall be entitled to, AT A MINIMUM, COLLECT THE EXCESS GROSS MULTIPLIED BY THE DESIGNATED PERCENTAGE SPLIT PER THIS AGREEMENT. IF NO PERCENTAGE SPLIT HAS BEEN DESIGNATED IN THE DEAL TERMS, ARTIST SHALL COLLECT 100% OF ANY EXCESS.

B. TICKET HOLDS: Ticket holds will be discussed before going on sale. There are no comp tickets held for this show. If there are contract agreements with facility or facility sponsor or others, please have a copy of that agreement for tour accountant. Any seating existing but not part of manifest or gross for purchaser contract (i.e.: sky boxes, etc.) should still be in master manifest for tour accountant.

C. TAXATION:**1. General**

Subject to the following provisions of this clause, PURCHASER shall pay, at its sole costs, all taxes, fees, dues, levies, and the like relating to the performance.

2. Withholding Taxes:

PURCHASER agrees to co-operate with ARTIST in the reduction to the extent possible of any so-called withholding tax assessable against artist.

In the event that any withholding is required by local laws to be deducted in respect of sums payable to ARTIST, PURCHASER shall promptly inform ARTIST of the percentage or amount which PURCHASER is required to deduct and the basis for the deduction. PURCHASER shall also inform ARTIST of the name and address of the relevant authority for the purpose of enabling the ARTIST, if it so wishes, to make an application to reduce any such liability or otherwise to challenge the liability with the relevant authority.

PURCHASER shall be entitled to deduct from the sums payable hereunder any sums required to be deducted by PURCHASER on account of withholding tax. Any sums so deducted shall be remitted immediately to the relevant authority or held in an earmarked client trust account until such time as PURCHASER is required to pay such sums to the relevant authority.

PURCHASER shall furnish to ARTIST at the earliest possible opportunity following the performance as is permitted under local law a certificate or receipt in respect of all sums deducted on account of withholding tax. Such certificate or receipt shall be in the form provided for under local law and, where permitted by local law, PURCHASER shall ensure that such certificate or receipt shall be made out in a name nominated by ARTIST or its advisors. An English translation of such certificate or receipt shall be provided by PURCHASER to ARTIST.

3. VAT:

All sums payable to the ARTIST under the Contract are expressed to be exclusive of value added tax or equivalent (if any). In the event that value added tax or equivalent is payable, PURCHASER shall advise ARTIST in advance of the performance in the event that PURCHASER is not entitled, under the legislation and /or regulations governing value added tax or equivalent in the country in which the performance takes place, to account for such tax on behalf of ARTIST. Unless the PURCHASER is not so entitled, PURCHASER shall notify ARTIST of its value added tax registration number (or equivalent). Notwithstanding the foregoing ARTIST shall have the right to charge value added tax (or the equivalent tax), if applicable, in respect of sums payable under this contract.

D. METHOD OF PAYMENT: The ARTIST'S fee shall be divided into three (3) parts:

1. Unless otherwise provided in the contract an advance deposit against the guaranteed fee. This amount, to be as detailed in the attached contract, shall be paid to CREATIVE ARTISTS AGENCY or as otherwise directed in the contract not less than thirty (30) days prior to the date of the performance(s).
2. Unless otherwise provided in the contract the balance of the guaranteed fee shall be calculated and paid to the ARTIST'S Tour Manager/ Accountant at the time of the financial settlement on the date of the performance(s).
3. Unless otherwise provided in the contract any percentage overage/override or sound and light or bonus payment over and above that of the agreed guaranteed fee and as per the terms of the attached Contract, shall be calculated and paid to the ARTIST'S Tour Manager/ Accountant at the time of the financial settlement on the date of the performance(s).

These final payments on the date of the performance(s) shall be made in the form of certified check, banker's draft, wire transfer or cash. The ARTIST'S Tour Manager/ Accountant will advise the PURCHASER prior to the date of the performance(s) of the required method(s) of payment(s).

E. SETTLEMENT: The financial settlement of the performance(s) shall take place on the date of performance(s) and shall begin no later than one (1) hour after the commencement of the performance. At this time the PURCHASER will be available together with a representative of the venue. A full review of ticket sales and the final box office accounting will be undertaken under the supervision of the ARTIST'S Tour Manager/Accountant. The PURCHASER will also furnish the ARTIST'S Tour Manager with a full set of duplicates of these items for his records. All expense amounts presented must have backup documentation. If not, the expense cannot be included in the ARTIST'S fee calculations. At this time the performance expenses will be compared with those submitted to the ARTIST'S agent in advance of the performance. Any increase between the estimated and actual figures must be justified to the satisfaction of the ARTIST'S Tour Manager/Accountant at this time.

Any expense item submitted should be net of any commissions, refunds, tax rebates (VAT or equivalent) due to the PURCHASER. The PURCHASER and the ARTIST'S Tour Manager/Accountant have the right to call upon their own representatives in specialized fields such as production, advertising and catering should further justification or explanation be required. All expenses should be costed and itemized in as much detail as possible. Any long-term venue rental agreement, related rates and cut-off conditions must be revealed at this time.

No approval will be given for the withholding of any sums in respect of damages to venue fixtures or fittings. PURCHASER must invoice for any and all damages and provide adequate venue or other documentation attesting to the value claimed. Invoices must be sent to the address below within one month of the date of performance. A copy of the damage-insurance policy should be submitted with the invoice together with the result of the claim first filed with the insurance company for amounts of damage exceeding any deductible or excess. Direct all invoices to Thrill Hill Productions, c/o Chapman, Bird Grey & Tessler, att: Patty DeFrancesco, 1990 Bundy Avenue, Suite 200, Los Angeles, CA 90025.

F. BILLING: The ARTIST shall receive One Hundred Percent (100%) sole exclusive headline billing as "BRUCE SPRINGSTEEN and the E STREET BAND" in all forms of advertising and publicity. All print advertising must utilize the ad mats as furnished by BILL YOUNG PRODUCTIONS. All ADMATS, radio, and TV SHOULD BE ACQUIRED AND PURCHASED directly from BILL YOUNG PRODUCTIONS.

G. OPENING ACTS: There are no opening acts for this show.

H. CAMERAS: No member of the audience shall be allowed to enter the venue with camera equipment. Members of the audience shall be required to hand any such equipment to venue security personnel upon entering the venue in exchange for a receipt. Members of the audience should be able to claim back their equipment upon presentation of their receipt at the time of their exit from the venue. The PURCHASER shall arrange with the venue for these security procedures to be adopted.

I. AUDIO/VISUAL RECORDING/PRESENTATION: No portion of the performance(s) may be recorded, filmed or embodied in any form for the purpose of the reproduction of such performance(s). The PURCHASER agrees that he will prevent any such recording being made without the express written authorization of the ARTIST. A violation of this clause shall furnish absolute grounds for the ARTIST'S refusal to perform thereafter and in this event all costs including, but not limited to the overage/override payments due, shall be borne by the PURCHASER. IF THERE ARE IN-HOUSE SCREENS OR PROJECTIONS used for commercials before the show they must not have audio. APPROVAL FOR USE MUST BE GIVEN BY TOUR MANAGER BEFORE DOORS OPEN.

The ARTIST reserves the right to film or record the performance for any purpose. Should such an act require the consent of the venue or its associated labor unions, then the ARTIST'S film or recording production contractor may liaise and negotiate with the venue direct. Extra costs or conditions incurred as a result of such a situation will be dealt with between the venue and the production contractor out of the context of the performance contract and subsequent financial settlement.

J. **MERCHANDISING:** The PURCHASER shall not without the prior written permission of the ARTIST, produce or sell souvenir programs, posters, badges, clothing or any other items that bear the ARTIST'S name(s) or logo. Also, there are to be no glow in the dark type items or roses sold for this performance. The ARTIST'S licensee is SIGNATURES MERCHANDISING. SIGNATURES MERCHANDISING has sole and exclusive right to sell, promote and advertise any and all types of merchandise in the venue on the date of the performance(s). ALL NON EDIBLE CONCESSIONS/MERCHANDISE MUST BE CLEARED THROUGH SONY SIGNATURES MERCHANDISING. This includes binoculars and other "day of show specific" rentals.

The ARTIST'S licensee will liaise direct with the venue as to the conditions. The PURCHASER agrees that he will make the venue aware of this clause and furthermore assist the ARTIST, the ARTIST'S licensee and the venue in prohibiting unauthorized vendors of merchandise bearing the ARTIST'S name and/or logo from operating on and around the property of the venue.

K. **TIMES:** The PURCHASER shall advise the ARTIST'S agent upon or before the issuance of this Rider of the advertised time of the performance and of the time at which the audience will be permitted to enter the venue. These times must be confirmed to the ARTIST'S Tour Manager before the date of the performance(s), together with any applicable curfew requirement and subsequent overrun fines or penalties.

L. **TECHNICAL REPRESENTATION:** The PURCHASER shall ensure that his Technical Representative is present at the venue from the start of the set-up of the ARTIST'S equipment until the end of the tear-down. The ARTIST'S Representative shall be available to assist in liaison between the ARTIST'S Production Staff and the Technical Staff of the venue. This Representative must have a good command of the English language.

N. **INSURANCE:** The PURCHASER shall as a condition of the attached Contract take out adequate public liability and property damage insurance coverage for the performance(s). The ARTIST (Thrill Hill Productions) must be added as a named insured party on such a policy. Liability limit shall not be under Ten (10) Million US Dollars combined single limit for bodily and property damage.

O. **CANCELLATIONS:** In the event of illness, labor union restrictions, strikes or any and all other events beyond the control of the ARTIST, including but not limited to, failure of transportation, the ARTIST shall not be responsible for any costs incurred in the set-up and promotion of the performance(s). In the event the PURCHASER claims the ARTIST has breached this Contract, the limit of any liability for damages chargeable to the ARTIST shall be the minimum guaranteed payment if any provided for in respect of any performance(s) actually rendered hereunder. Provided that substantially all of the musicians can perform, in the event of illness or accident to an individual artist, other than BRUCE SPRINGSTEEN, PURCHASER shall not have the right to cancel this engagement.

In the event that for any reason other than breach by the Purchaser that the performance will not take place, within ten (10) days, the Artist shall forthwith to the Purchaser all funds previously advanced.

James R. Minick

~~P. NON-APPEARANCE INSURANCE. It is hereby understood that as a condition of the attached Contract the ARTIST at their discretion will effect insurance against the loss of any remuneration, whether payable to them by way of guarantee, share of profits, fee or otherwise howsoever which may be suffered by it in the event that the ARTIST is unable to appear singly or jointly, due to death, accident or illness of the insured person, subject always to the conditions and limitations and exclusions of the said insurance. It is a condition of the attached Contract that the PURCHASER will at his own expense, effect such insurance as is available against loss of expenses, costs and/or commitment and/or guarantees and/or net profit as defined, excepting only the particular risk insured against by the ARTIST in accordance with the above paragraph, which may be incurred by or attached to the PURCHASER in the event of each and any non-appearance of the ARTIST or inability of the ARTIST to appear for any reason whatsoever provided that such non-appearance or inability to appear is caused by events or circumstances beyond the control of the ARTIST or PURCHASER. It is hereby understood and agreed that the ARTIST shall have (for the terms of the insurance mentioned in this paragraph) no liability whatsoever to the PURCHASER in respect of any items mentioned in this paragraph.~~

It is agreed by both parties that Paragraph P is hereby deleted in its entirety and any guarantee under this contract would pertain to the performances actually rendered. *James R. Minish*

Tech rider on following pages: Again, please note we are performing at many different types of venues so please go over specifics with Tour Production Manager for your venue.

The terms and conditions of THIS RIDER and the TECHNICAL RIDER have been accepted and agreed as a part of the ATTACHED CONTRACT.

By *James R. Minish*
For and On Behalf of the PURCHASER

Name James R. Minish Title Executive Vice President - Facilities

By
For and On Behalf of the ARTIST

Name Title

[Signature]

THRILL HILL PRODUCTIONS TOUR RIDER 2009

Purchaser shall timely and completely provide to ARTIST all of the services, facilities, and materials required by ARTIST, and/or the production companies used by ARTIST that are providing technical support for this performance. This section should go to PURCHASER'S Representative for discussion with Artist Production Manager and Road Manager.

A. PURCHASER'S REPRESENTATIVE

1. Purchaser agrees to furnish a knowledgeable representative, at Purchaser's expense, (Promoter Rep and or Stage Manager is not a show cost). This representative must be capable of making any decision (pertaining to ARTIST'S Engagement) from the time of the arrival of the production equipment through the time of its departure.

2. Purchaser's representative will remain in the immediate backstage area and must be in constant contact with the ARTIST Production Manager. Purchaser's representative shall provide ARTIST with twenty four (24) hour telephone numbers, office, cellular, and residence, fourteen (14) days prior to the date of engagement.

B. RUNNERS/WARDROBE HELPERS

The Purchaser will provide the ARTIST Production Manager with Three (3) runners total, unless otherwise requested, at the venue from the time of load-in to the time of load-out to report to the PRODUCTION MANAGER. One (1) runner will work with the tour road manager at the Band hotel. He will be dispatched to the Band Hotel after checking in at the Venue. This runner's need to be bi-lingual (for European dates) and have a good understanding of the English language. They should have a valid driver's license, a car or van, a good knowledge of the area, and yellow pages. NO WARDROBE / DRESSING ROOM HELPERS will be required.

C. RULES AND REGULATIONS

It is the Purchaser's obligation to inform the ARTIST'S Production Manager of any mandatory union breaks, curfew, fire regulations, minimum light level requirements, maximum sound level limits, or any other unique regulations or peculiarities at least fourteen (14) days prior to the engagement, as subsequent evaluation thereof may place performance in jeopardy.

D. BILINGUAL TRANSLATORS (NON ENGLISH SPEAKING DATES)

The Purchaser shall provide ARTIST with bilingual personnel. These people will be used by the production team, the catering coordinator, and the security coordinator. It would be preferable to have one such person for each group mentioned above. If there is any problem in securing such personnel, the Purchaser should contact the ARTIST'S Production Manager at least three (3) weeks prior to the performance.

E. ACTIVITIES IN PLACE OF ENGAGEMENT

There shall be no scheduled or unscheduled activities at venue from load-in until all crew have showered after load out. This includes, but is not limited to, any type of sporting event, Tours of Building, etc. There are to be no announcements or speeches from stage. All announcements are to be cleared by the Artist's stage manager.

F. SECURITY

G. TRANSPORTATION (Band Party will generally arrive by charter plane)

For budget purposes vehicles should be figured as: airport to hotel; hotel to venue; venue to hotel; hotel to airport. (Note crew may be different hotel)

Upon Arrival and Departure from Airport (Band and Crew) Check with Road Manager

Fred Girello

1. Five (5) ten (10) passenger vans with bi-lingual drivers for band party. These vans should have tinted windows and enough room in the rear to store luggage. If necessary to accommodate this request please remove the rear seat.
2. Two (2) forty (40) passenger vans with bi-lingual (for non-English speaking dates) drivers for crew party. Check with production manager to make sure this is needed for your show. For European shows only.
3. Two (2) crew luggage vans, Two (2) for band. There must be room for a tour representative to ride with each vehicle.

Local Ground Transport (Hotel to Venue) Band-check with Road Manager

Fred Girello

1. Four (4) eight (8) passenger van with bi-lingual driver. These vans should have tinted windows and enough room in the rear to store luggage. If necessary to accommodate this request please remove the rear seat.
2. Two (2) mini busses fourteen (14) to twenty (20) passengers.
3. One (1) car as needed, two (2) vans as needed on non show days.
4. One (1) 6 passenger limo for the "Big Man"

Local Ground Transport to Venue Crew

1. To be advanced when necessary by tour production manager.

H. ACCESS

1. Access to the place of performance for unloading and loading equipment at time specified by tour Production Manager.
2. Access to the stage area of fourteen feet (14') / 4.5 meters height clearance.
3. Complete floor covering for all necessary areas required by the facility.
4. Snow and ice removal equipment and supplies.

I. STORAGE SPACE

Storage space is required for the storage of crates and dollies after load-in. This space should be secured, away from audience traffic, and as close to the backstage area as possible.

J. PARKING

Sufficient space for Twelve (12) fifty three foot (53') tractor trailers. Six (6) crew coaches with shore power hookup. Any shuttle vans and runner vehicles for a period commencing twelve (12) hours prior to the load-in and four (4) hours after the performance is concluded. It is imperative that these vehicles are not blocked in any manner, and have free access in and out of the parking area at all times.

K. TRAFFIC DEPARTMENT/PERMITS:

If it is necessary to obtain permits or clearance in order to load-in and load-out around the venue, the Purchaser should make all necessary arrangements well in advance of the Engagement.

L. STAGE/MIXING POSITIONS AND SET UP AREA: : Artist carries his own rolling stage Fifty- six feet (56) / seventeen (17) meters wide and forty Six feet (46) / Fourteen (14) meters. One hundred fifty (150) feet / forty-five (45) meters from the rear wall of the arena floor must be kept clear for the production to load in.

Front of House Arena Setup mix is no more than 100' (30 m) from Front of stage.

Sound Tour supplied Riser Twelve (12) feet wide / Twelve (12) feet deep / Eight (8) inches high

Lights will require a platform Sixteen (16) feet / five (5) meters wide by twelve (12) feet / four (4) meters deep by two (2) feet / sixty (60) centimeters high. Two (2) Eight Foot (8') tables for lighting desks.

Camera platform Two (2) - Four (4) / 1.2 meters wide / by eight (8) / 2.4 meters deep two feet (2') / sixty (60) centimeters high to go in pit area

M. RIGGING: As attached and discussed with Production Manager and / or Tour Rigger

N. BARRICADE: Tour carries the Barricade for the Front of the Stage. Secondary Barricade (70 Feet) to be supplied by Promoter to be discussed with Production Manager. Tour will also so need Bike Rack (supplied by Promoter) for around the mix, camera platforms and "Shoots" to get crowd into pit area.

O. Internet requirements: To be discussed with Production Manager.

Minimum 1 meg download speed/minimum 256k upload/DHCP assigned or Static IP address (provide to prod mgr. in advance)

Unfiltered outbound access on all ports.

Location to ISDN connection in venue if requested.

P. POWER REQUIREMENTS:

These are European / American power requirements. In cases of shows in other countries the power equivalents of the below will be required. The production requires two (2) completely separate power services. Two (2) services off the same transformer are not acceptable. Production Manager should be made aware of all venue transformer load times, i.e.: air conditioning, concession stands, parking lot lights, etc.

1. **Lighting/ America:** Lighting requires two (2) services
 - One (1) - Four hundred (400) amp three (3) phase five (5) wire (120 - 208 v)
 - One (1) - Six hundred (600) amp three (3) phase five (5) wire (120 - 208 v)
 - Plus cold water pipe ground located fifty (50) feet of upstage center

Lighting/Europe: This will cover all the US gear we are carrying, lights, FoH, Monitors, Video and Band gear power.

 - Two (2) - Four Hundred (400) amp three (3) phase five wire (220 / 380 v.)
 - Plus cold water pipe ground located fifty (50) feet of upstage center
2. **Sound/ America:**
 - Sound requires one (1) service. One (1) four hundred (400) amp three (3) phase five (5) wire (120 - 208 v.) Or Two (2) services Two (2) Two Hundred (200) amp services One (1) stage Left and One (1) stage right.
 - Plus cold water pipe ground located fifty (50) feet of upstage center

Sound Europe: For European PA

 - Sound requires one (2) service
 - Two (2) - one hundred twenty five (125) amp three (3) phase five wire (220 / 408 v.)
 - Plus cold water pipe ground located fifty (50) feet of upstage center
3. **Air Conditioning: Needed only in Late Spring - Early Fall**
 - One (1) one hundred (100) amp three (3) phase five (5) wire (120 - 208 v.)
4. **Video: / America:**
 - One (1) two (2) hundred (200) amp three (3) phase five (5) wire (120 - 208 v.)
 - If there is house video its use must be approved by Production Manager.*

Video / Europe: (See Lighting/Europe)

 - If there is house video its use must be approved by Production Manager.*
5. **Buses:**
 - Six (6) busses, one hundred (100) amp single phase within fifty feet (50') of parking area. Whenever possible busses will be in backstage compound.
6. **Disconnection Location:**
 - Adequate fusing, spare fuses, disconnect switches and terminals suitable for attachment of 4/0 cables with lugs will be required at this source.
7. **Voltage:**
 - The voltage shall not vary or fluctuate more than five percent (5%) from 208 volts with balanced electrical loads.
8. **Generators:** Check with ARTIST production manager if a generator is required for power specifications. If needed a 1,000 KVA generator will be for lighting with a 500 KVA for with 400 amp 3/0 220/415 volt backup.
9. **Electrician:** Facility electrician should be present at stage call and throughout the remainder of the performance and until the end of load-out.
10. **Elevators:** If elevators are used for load-in/out. There must be a qualified elevator on call for load-in and on site for load out.

Q. FORKLIFTS

Two forklifts are required at each venue. Fork should have a minimum capacity of five thousand (5,000) pounds and lift to a height of fifteen (15) feet with side shift capability. There must be sufficient fuel to operate this equipment from the start of production load-in until the finish of the load-out.

R. SPOTLIGHTS: Check with Production Manager for your venue.

The Purchaser is to provide Four (4) super troupers follow spots in perfect working order. Colors for super troupers will be supplied by ARTIST. The touring lighting system will include spotlights on the truss. For budget purposes assume ten (10).

S. STAGE AND WORK CALLS: ALL CALLS TO BE VENUE SPECIFIC

The standard stage call will be: (These numbers are for budgetary purposes only.)

Prerigg

7:00 am

Head Rigger

Stewart

Load In

8:00 am

Three (3) runner(s) Production

One (1) Electrician

Twelve (12) Riggers UP *(to be discussed with Production Manager)*Six(6) Riggers DN *(to be discussed with Production Manager)*

One (1) Forklift Operator

Twelve (12) stagehand(s)

Four (4) loaders

9:00 am ADD

One (1) Forklift Operator

Thirty (34) stagehand(s) / Set, lights, sound and video

Four (4) loaders

Show Call

(One Half hour before show ticket time)

Nine (9) Truss spot Operators (please make sure they are able to climb wire rope ladder)

Four (4) House spot Operators

One (1) House light person

Four (4) deck Hands

Load-Out time TBATwelve (12) Riggers UP *(to be discussed with Production Manager)*Six (6) Riggers DN *(to be discussed with Production Manager)*

Two (2) Forklift Operators, (3 forks if no loading docks)

Twelve (12) Truck loaders

Fifty-Eight (58) Stage Hands

One (1) Electrician

All house work (spot lights set up, mix riser set up, seat set up and tear down) must be done by a crew separate from the stage crew. If the load-in / load out entails the need of an elevator there should be an elevator mechanic/service person present (not on call) for load out.

Working personnel requirements may fluctuate due to venue schedules and layout, in addition to union structure. Therefore all work and stage calls will be set by ARTIST'S Production Manager in advance with Purchaser's representative.

T. PRESHOW BAND/GUEST ACCOMMODATIONS:

U. BACKSTAGE ACCOMMODATIONS:

BACKSTAGE FOOD AND BEVERAGE REQUIREMENTS

served and at

Thrill Hill Productions 2009

Working on a Dream

v1.

1/27/2009

(not E-Street Lounge)

BLE

CHECK LIST

Artist Tickets
Bus stocking
Catering - 1/2 hour before load-in call
Crew
Curfew
Dinner
Doctor
Dressing Rooms
Electrician
E-Street Lounge
Forklifts
House Lights
Internet
Load-in
Load-out
Lunch Break
Merchandising
Mix Positions
Overnight security
Parking
Passes
Phone lines
Rain protection
Riggers
Runners
Security
Show Call
Sight Lines
Snow and ice removal plans
Sound check
Towels
Working Area cleared until Okayed by Production Manager

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of April, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Paramus Catholic High School, 425 Paramus Road, Paramus, New Jersey 07652 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Paramus Catholic High School Commencement Exercises
The Theater at the IZOD Center
Date: June 1, 2009
Time: 6:00pm – 9:00pm
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 10:00 a.m. on the 1st day of June, 2009 and to the 1st day of June, 2009 at 11:30p.m, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$5,000 plus expenses.

The License Fee and expenses shall be paid by LICENSEE according to the following schedule:

- \$30,000 due by May 8, 2009

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event. Notwithstanding the above, the LICENSEE shall be responsible for all costs incurred by the AUTHORITY for the production of LICENSEE'S practice walk through for graduates in the ARENA on a date to be determined by the AUTHORITY in its sole discretion.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. Authority retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Paramus Catholic High School Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The AUTHORITY shall be listed as additional insured under such policy.

AUTHORITY shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the AUTHORITY, which insures all operations of the AUTHORITY contemplated by this Agreement, and the contractual assumption of

liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the AUTHORITY. The Licensee shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to AUTHORITY such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY's premises.

Certificates of all such insurance shall be provided to the AUTHORITY not less than seven (7) days prior to each season. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

12. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraph 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by

AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is

hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or

instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

31. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

32. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 4:00pm.

33. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

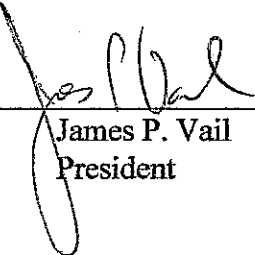
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY


James R. Minish
Executive Vice President – Facilities

PARAMUS CATHOLIC HIGH SCHOOL

BY


James P. Vail
President

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of March, 2009 by and between the New Jersey Sports and Exposition Authority ("Licensor") and TREVANNA ENTERTAINMENT, 853 Broadway, Suite 1711, New York, NY 10003 and/or with Emmis Radio Corporation d/b/a WQHT FM – Hot 97, 395 Hudson Street, New York, NY 10014 both/together hereinafter referred to as the "Licensee." In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. LICENSE:

Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor the license to use the Premises (as defined in paragraph 2) for the purpose of staging, at the Stadium and field known as "Giants Stadium" (the "Stadium"), a concert on June 7, 2009 (hereinafter collectively referred to as the "Event").

2. PREMISES:

(a) The Stadium including, without limitation, field, access tunnels, field lights, standard field lights, locker rooms (except those of the professional franchises), restrooms, public address system, ticket booths, camera rooms, adjacent parking facilities, and all other facilities of the Stadium utilized in presenting events, shall be herein referred to as the "Premises".

(b) Licensor pledges its cooperation to Licensee's activities relating to move-in, set-up, teardown, and move-out and will work out mutually agreeable move-in dates and move-out dates.

(c) Licensee is entitled to use and occupy the Stadium from 2:00pm on the 2nd day of June, 2009 and terminating at 6:00pm on the 8th day of June, 2009, for the purpose of rehearsing, installing equipment, preparing the premises and equipment for use, parking and removal of equipment afterwards or such other purposes as are reasonably related to the use for which Licensee is being allowed the use of the Stadium as agreed to by the parties.

(d) DESCRIPTION OF EVENT:

Hot 97 Summer Jam XV

June 7, 2009

Time: 6:30pm – 11:00pm

Doors Open: 5:30pm

Vendor Village (Lot 15): 3:00pm – 6:00pm

3. STADIUM LICENSE FEE:

Licensee agrees to pay Licensor as the "License Fee" for the June 7, 2009 Event (including move-in/move-out dates as per paragraph 2 (C) above) the sum of \$175,000 plus expenses. The

Licensor will deduct the 7% New Jersey sales tax during settlement, and will remit the tax withholding directly to the New Jersey Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 4 are not paid as aforesaid, it is agreed that any box office receipts in the possession of the Licensor or revenues collected by the Licensee during the event may be applied to the payment of said License Fee and expenses and Licensee waives all rights to that portion of the box office receipts and collected revenues necessary to pay said License Fee and expenses.

4. PAYMENT OF EXPENSES:

Licensee shall pay to Licensor all direct and indirect expenses, including but not limited to move in, set up, tear down, move out as those set forth in paragraphs 5a and 5b incurred by the Licensor for the production of the Event deemed necessary by the Licensor.

A preliminary event settlement shall be completed upon conclusion of the show after the Licensor has inspected its facilities to determine what damages to its Stadium, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall preliminary include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the Licensee. A final settlement shall be completed no later than 60 days after the close of the Event.

5. SERVICES TO BE PROVIDED BY LICENSOR:

(a) The Premises will be operated and maintained in good clean working order and operating condition by Licensor for Licensee's Event including but not limited to: All turnstiles, painting, utilities, elevators, seating, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, and water drainage, and rental of field covering (i.e. terraplas) which must be approved by the GM of the Stadium.

(b) The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trades personnel required to move-in the Event, operate the Event and move-out the Event.

6. LICENSEE COMPLIANCE WITH UNION REQUIREMENTS

Licensee shall ensure compliance with all necessary union requirements (if applicable) in connection with the personnel and services supplied by Licensee. Licensor shall inform Licensee of the terms of any trade union agreement, written or oral, affecting such personnel.

7. BOX OFFICE FACILITIES AND TICKET PRICES:

(a) Ticketmaster and Licensor shall be the approved ticketing agents for the Event. Licensor shall furnish Licensee a copy of the ticket printer's manifest. Licensor shall furnish Licensee a box office statement after the Event.

(b) The scale of the house configuration and the seating shall be arranged through and subject to approval of Licensor. ALL SEATING WILL BE RESERVED, unless otherwise stipulated by Licensor.

(c) All entry to the Premises on the Event date shall be by ticket only purchased at the full ticket price except for employees of Licensee and Licensor. Licensor will provide, as soon as practicable on the night of the Event, a count of all tickets deposited in the Stadium's drop boxes.

(d) All ticket sales for the Event shall be made under the direction, control, and supervision of the Stadium/Arena Box Office Manager, and the receipts from all such sales, whether made by the Licensor or the Licensee shall be held by the Licensor until a completion of the event for the express purpose of securing payment of all sums of money due or to become due to the Licensor hereunder.

(e) Consignment of tickets - Payment for consigned tickets or return of unsold consigned tickets must be made in whole to the Arena box office no later than 3 days prior to the Event.

(f) Ticket Prices - Configuration

Gross Salable Capacity – TBD

<u>AREA</u>	<u>PRICE</u>
Floor	TBD
Lower Tier	TBD
Mezzanine	TBD
Upper Tier	TBD

The Licensor shall have the right to cause to be set aside for its purchases up to (TBD) tickets for the Event.

The Licensor has the right to hold seats for suite relocations for the tower suites and any suites obstructed due to production. These seats are located in Sections 210-214 and 227-229.

A \$3.00 facility fee is included on the ticket price and Licensor is entitled to keep such revenue.

(g) Suite Revenue Distribution - Fixed suite seats sold are credited to the Box Office statement at full ticket price, except for Suites 211B, 212A, 212B and 222A, 233, 214A, 129B, 231A, 224B, 223A which are to be complimentary and exclusive use by Licensor.

(h) Complimentary Ticket Distribution:

Licensor: 50 tickets per show
Licensee: TBD

8. ADDITIONAL CHARGES

Should the Licensee occupation time exceed the time allotted in section 2(d) above, there shall be an additional charge to the Licensee, at the discretion of the Licensor's STADIUM Manager in the sum of \$30,000.00 (thirty thousand dollars) per half hour plus expenses, unless the length time is exceeded due to Licensor delay.

9. CANCELLATION BY LICENSEE

Should Licensee cancel or not appear for the event covered under this Agreement for reasons other than force majeure or Licensor default, \$175,000.00 shall be paid to Licensor as liquidated damages, not as a penalty, and Licensee also agrees to pay all expenses incurred by Licensor in connection with the event covered by this Agreement.

10. ADVANCE FUNDS

In the event that for any reason other than breach by the Licensor that the performance will not take place, within ten (10) days of June 7, 2009, the Licensee shall forthwith return to the Licensor all funds previously advanced.

In the event that the Licensee has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is cancelled for any reason other than breach of the Licensor, the Licensee shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the Licensor from bringing direct action against the performers or the performer's entity for recovery.

11. OBLIGATIONS OF THE LICENSEE:

The general obligations of the Licensee shall be as follows:

(a) Licensee certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the Stadium. The acts to be supplied by the Licensee are as follows:

TBA

Any performers that Licensee adds to the Event are subject to Licensor approval, which shall not be unreasonably withheld, delayed, or conditioned.

(b) Productions of the participants in the event.

(c) Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

(d) Should the Licensee fail to provide the necessary materials, personnel or supervision necessary to properly operate the Event, the Licensor may charge the Licensee for any extra services which may be reasonably necessary to perform Licensee's obligations including, but not limited to, staff, materials or refunds resulting from the Event not being conducted on time, due

to Licensee failure to fulfill its obligations under this Agreement. The Licensee hereby agrees to accept the Premises equipped as is and further agrees to pay any and all expenses incurred by the Licensor for restoring the Premises, any portion thereof, its site or equipment at the termination of this Agreement to the original condition, except for ordinary wear and tear and for items not caused by Licensee, its employees or the patrons of the Event.

Licensee agrees to incorporate Licensor's recommendations relating to the set-up and conduct of the Event based on Licensor's experience with staging similar events at the Stadium.

(e) Licensee shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign. If Licensee requests the Licensor to place the advertising for this Event and the Licensor makes the necessary payment to the advertisers, the Licensor will be reimbursed at settlement.

12. INSURANCE:

Licensee shall be responsible to obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensor, Licensee and the Performers, which insures all operations, services, and facilities utilized in the fulfillment of this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (Five Million Dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any patrons, agents or performers and any contractors or sub-contractors retained by Licensee.

Licensee and Artist shall also obtain, at their own cost and expense, Worker's Compensation insurance for any obligations that they may have with respect to the statutory obligations of the New Jersey Worker's Compensation and Occupational Disease Laws.

The Licensor will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the Licensee and the Performers. This waiver will not apply to any deductible applied under this policy.

If said Premises or any portion of said building or grounds, during the term of the Event and related occupation by Licensee, shall be damaged by the act, default or negligence of the Licensee, Artist or their agents, contractors or patrons, the Licensee will pay to Licensor and Licensor shall have the right to deduct, out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear expected. The withholding of such ticket sale receipts shall not exceed the amount of the deductible under any Third Party Property Damage Liability insurance maintained by Licensee or Artist, if any, or, if neither Licensee or Artist, maintains Third Party Property Damage Liability insurance, then and in such event, the Licensor may withhold from ticket receipts to an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the Licensor. Licensee may or may not insure this obligation for damage to Licensor's premises, which is not covered by Licensor's insurance policy as it see fit.

Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of Licensee or by or with the consent of Licensee's employees or any person acting for or on behalf of said Licensee, except for Licensor's employees, agents and contractors.

Certificates of all such insurance shall be provided 10 days prior to the Event to the Licensor. The policies shall also provide, and the Certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the Licensor.

13. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee and Licensor agree that every person connected with such party's use of STADIUM shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the Licensor for the management of STADIUM, and if the attention of either party is called to a violation on the part of such party or any personnel employed by or admitted to the premises by such party, such party will immediately desist from and correct such violation.

14. LICENSES AND PERMITS

Licensee agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and Licensee agrees to provide evidence of same to Licensor upon demand.

15. INDEMNITY

Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensor against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor of Licensee arising out of the uncured breach, negligence or willful misconduct of Licensee, its agents, members, contractors, subcontractors, or guests. Licensee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there. The aforementioned indemnity provision does not apply to the extent that the liability, damage or loss results from the sole negligence or gross negligence of Licensor or its employees and/or agents.

Licensor agrees to conduct its activities in connection with the Event so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensee against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensor or any contractor or subcontractor, of Licensor arising out of the uncured breach, gross negligence or willful misconduct of Licensor, its agents, members, contractors, subcontractors, or guests.

16. LIEN

Licensor shall have the first lien against ticket office receipts and all property of Licensee upon the premises of Licensor for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. Licensor is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound Licensee's property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, Licensor shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

17. PUBLIC SAFETY

Each of Licensee and Licensor agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with the other party hereto to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the Licensee and the Licensor and shall not be used for any purpose other than ingress and egress to and from premises by the Licensee, unless otherwise agreed to by the Licensor.

18. RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT

The Licensor retains the exclusive right of technical control and crowd management, including in the event that the Licensor deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the STADIUM or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. Licensee shall have no authority with respect to such crowd management and security.

19. CONCESSIONS:

Licensor reserves all rights with respect to the sale of concessions in the Stadium and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and Licensee shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the Event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

The Licensee shall enter into a separate agreement with ARAMARK for the sale of Event programs, and other items of merchandise related to the Event such as T-shirts, novelties, visors, sweatshirts and other like merchandise. The Licensor shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval of the Licensor. Licensor will use its best efforts to prohibit the unauthorized sale or distribution of novelties or other items not authorized for the Event.

The merchandise deal is 70/30, with taxes, bootleg security and credit card costs off the top and 80/20 on CDs only. ARAMARK shall be the vendor.

20. BROADCAST RIGHTS:

Licensor reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the STADIUM during the term of this Agreement. Should Licensor grant to Licensee said privilege, Licensor has the right to require advance payment to the Licensor of any estimated related costs to be incurred by the Licensor and may also require payment for said privilege in addition to the license fee. The Licensor shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the Performers.

The Licensor shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to, responsibility or liability for any violation of any rights of others by such broadcasting. To the extent it is responsible for the origination of such broadcasting, the Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast, to the extent such claims, damages, liability, cost and expenses do not arise out of Licensor gross negligence.

21. RECORDING

Licensee agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the Event without prior written approval from the Licensor and the performer, performer's agent or authorized representative of the performer. Licensor has the right to require payment for said privilege. Notwithstanding the above, subject to a separate agreement between the Licensor and the performer, performer's agent or authorized representative of the performer, Licensee shall be permitted to record the event for archival use.

22. COPYRIGHTS

Licensee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. Licensee agrees to indemnify, defend, and hold harmless the Licensor from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

23. PERFORMANCE APPROVAL

Licensor retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and Licensee agrees that no such activity or part thereof shall be given or held if Licensor files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of the agreement.

24. UTILITY CONNECTIONS

Contracts for installations of cables, electricity, gas, and plumbing shall be made by Licensee, with contractors or Licensor service personnel designated by Licensor in accord with Licensor's prevailing practice. Any exceptions must be approved in writing by Licensor. All

such connections and related work will be at the expense of the Licensee, including any related costs incurred by the Licensor.

25. ELECTRICITY

In the event extra lights, such as spotlights, television lights, or other special lights or extraordinary electrical power shall be required by Licensee, they shall be paid for by Licensee at current rates in effect in said building. All electrical connections must be made by a representative of the Licensor, or the approved Licensor electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to Licensor and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

26. WATER

Licensor agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the Licensee.

27. PARKING:

(a) Licensor shall furnish an adequate number of parking spaces for the public and adequate personnel to man such parking facilities, at locations convenient to the Premises.

(b) Parking will be controlled and operated by Licensor, which will retain and be entitled to all receipts from said parking. 25 parking passes will be printed and presented to Licensee by the Licensor for use at the Event, plus parking for trucks, busses and working personnel. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the Licensor.

(c) Licensee pledges its assistance in working out the most efficient traffic and parking plan possible both during the load-in and load-out periods and during the Event for the accommodation of Licensee and the general public.

28. CREDENTIALS

The Licensor, its officers, directors, servants, selected employees and selected concessionaires shall have access to the Premises upon presentation of the authorized event credentials to be supplied by the Licensee. Such credentials are to be appropriately displayed. The distribution of such credentials to the Licensor, its officers, directors, servants, selected employees, and selected concessionaires shall be performed by the Stadium/Arena manager. Licensee shall provide Licensor with an adequate number of backstage passes for key working personnel.

29. LICENSEE PROPERTY

Licensor will accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless Licensor for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. Licensee further indemnifies Licensor from any claims or costs related to claims from any third party for loss or damage to property on the premises of Licensor during the time covered by this Agreement. Licensor assumes no responsibility whatsoever for any property placed in said building and Licensor is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage or persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this Agreement, and watchmen or other protective service desired by Licensee must be arranged by specific agreement with the Licensor. In the event that Licensee shall leave any property on the premises after the termination of the engagement contracted for herein, Licensor may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. The aforementioned indemnity does not apply if loss, damage, liability or injury is due to Licensor sole gross negligence or willful misconduct.

30. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by Licensor.

31. DEFACEMENT OF BUILDING

Licensee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of Licensee or by the Licensee's agent, employees, patrons or any person or persons admitted to said premises by said Licensee, the Licensee will pay to Licensor out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of Licensee or by or with the consent of Licensee's employees or any person acting for or on behalf of said Licensee and Licensor agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the Licensor.

32. SIGNS AND POSTERS

Licensee will not post or allow to be posted any signs, cards, or posters except upon such display areas as Licensor may provide. Use of such areas is a non-exclusive right. All material is subject to approval by Licensor.

33. ADVERTISING

Licensee agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of Licensor is the exclusive property of Licensor and all receipts therefrom shall accrue to Licensor.

If Licensee requests the Licensor to place the advertising for the Show and the Licensor makes the necessary payment to the advertisers, the Licensor will be reimbursed by Licensee at settlement (4.5% commission).

34. OCCUPANCY INTERRUPTION

In case the Stadium or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the Licensor or Licensee impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentally thereof, then and thereupon, this license agreement will terminate and the Licensee shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. Licensee may, with the approval of the General Manager of the Stadium, leave exhibits, equipment, or show material in the premises, but Licensee assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the Licensor to evacuate the premises because of a bomb threat or for other reasons of public safety, the Licensee will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the Stadium. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

35. OBJECTIONABLE PERSONS

Licensor reserves the right to eject or cause to be ejected from the premises any objectionable person or persons.

36. OPENING HOURS

Licensor agrees to open doors for event at 5:30pm.

37. REFUND OF TICKET REVENUE

Licensor retains the right to make determination of ticket refunds for cause, in keeping with Licensor policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the reasonable opinion of the Licensor the Licensee has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

38. ANNOUNCEMENTS

Licensor reserves the right to make announcements as Licensor may deem necessary at any time in the interest of public safety. Licensee agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety,

including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to Performer approval and Performer contract restrictions.

39. LOST ARTICLES

Licensor shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in Licensee's employ shall not collect or interfere with the collection or custody of such articles.

40. NON-ASSIGNMENT

Neither Licensor nor Licensee will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

41. DEFAULT:

Licensee further covenants that, if any default is made in the payment of the license fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the Licensor shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said Licensor may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said Licensee shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case, suit or action, is instituted by Licensor to enforce compliance with the agreement, the Licensor shall be entitled to the costs of the suit and reasonable attorney's fees.

42. FORCE MAJEURE:

If the Event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the Licensee or Licensor or which the Licensor or Licensee is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

43. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the Licensor may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) Licensee is unsatisfactory or in any way does not meet the approval of the Licensor provided however the Licensor agrees to notify and provide a reasonable opportunity to address the Licensor's concerns. If such concerns are not properly addressed then the Licensor shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

44. SEVERABLE AGREEMENT

This is a severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

45. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the Licensor and the Licensee and no amendments or modifications shall be made to the Agreement, except in writing signed by both the Licensor and the Licensee.

46. DISCRETIONARY MATTERS

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the Licensee, Licensor, its Chief Executive Officer or its STADIUM/ARENA Manager.

47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the Licensee a partner, agent or employee of the Licensor.

48. APPLICABLE LAW:

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

49. NOTICES:

Unless otherwise provided herein to the contrary, all notices required under this Agreement, shall be deemed to be given when hand-delivered (with a receipt therefore) or mailed by Registered or Certified Mail, and addressed:

As to Licensee:

Carl Freed
Trevanna Entertainment
853 Broadway
Suite 1711
New York, NY 10003

Alex Cameron
Emmis Radio Corporation, d/b/a WQHT FM – HOT 97
395 Hudson Street
New York, NY 10014

As to Licensor:

James R. Minish
Executive Vice President - Facilities
Giants Stadium
50 State Route 120
East Rutherford, NJ 07073

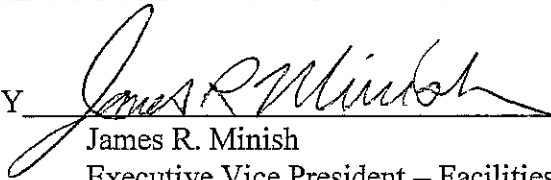
50. **RESCHEDULING DUE TO NBA**

It is hereby understood by the Licensee that the Event covered by this Agreement is subject to being rescheduled if there is a conflict with a subsequently scheduled game of the National Basketball Association at the IZOD CENTER. The rescheduling of Licensee's event shall be at Licensor's sole discretion and all costs associated with rescheduling the event shall be borne by Licensee.

Notwithstanding the above, in lieu of canceling and rescheduling the Event, LICENSEE may also choose, at its own cost and expense and subject to Licensor approval, to utilize a off site parking program should Licensor limit the number of vehicles allowed to park on the Meadowlands Sports Complex site for Licensee's Event.

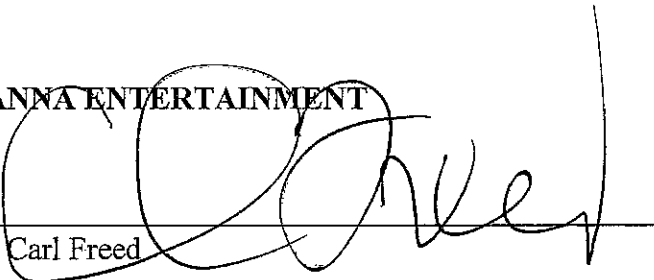
NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BY


James R. Minish
Executive Vice President – Facilities


TREVANNA ENTERTAINMENT

BY


Carl Freed

EMMIS RADIO CORPORATION – d/b/a WQHT FM – HOT 97

BY


Alex Cameron

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of March, 2009 by and between the New Jersey Sports and Exposition Authority ("Licensor") and TREVANNA ENTERTAINMENT, 853 Broadway, Suite 1711, New York, NY 10003 and/or with Emmis Radio Corporation d/b/a WQHT FM – Hot 97, 395 Hudson Street, New York, NY 10014 both/together hereinafter referred to as the "Licensee." In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. LICENSE:

Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor the license to use the Premises (as defined in paragraph 2) for the purpose of staging, at the Stadium and field known as "Giants Stadium" (the "Stadium"), a concert on June 7, 2009 (hereinafter collectively referred to as the "Event").

2. PREMISES:

(a) The Stadium including, without limitation, field, access tunnels, field lights, standard field lights, locker rooms (except those of the professional franchises), restrooms, public address system, ticket booths, camera rooms, adjacent parking facilities, and all other facilities of the Stadium utilized in presenting events, shall be herein referred to as the "Premises".

(b) Licensor pledges its cooperation to Licensee's activities relating to move-in, set-up, teardown, and move-out and will work out mutually agreeable move-in dates and move-out dates.

(c) Licensee is entitled to use and occupy the Stadium from 2:00pm on the 2nd day of June, 2009 and terminating at 6:00pm on the 8th day of June, 2009, for the purpose of rehearsing, installing equipment, preparing the premises and equipment for use, parking and removal of equipment afterwards or such other purposes as are reasonably related to the use for which Licensee is being allowed the use of the Stadium as agreed to by the parties.

(d) DESCRIPTION OF EVENT:

Hot 97 Summer Jam XV

June 7, 2009

Time: 6:30pm – 11:00pm

Doors Open: 5:30pm

Vendor Village (Lot 15): 3:00pm – 6:00pm

3. STADIUM LICENSE FEE:

Licensee agrees to pay Licensor as the "License Fee" for the June 7, 2009 Event (including move-in/move-out dates as per paragraph 2 (C) above) the sum of \$175,000 plus expenses. The

Licensor will deduct the 7% New Jersey sales tax during settlement, and will remit the tax withholding directly to the New Jersey Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 4 are not paid as aforesaid, it is agreed that any box office receipts in the possession of the Licensor or revenues collected by the Licensee during the event may be applied to the payment of said License Fee and expenses and Licensee waives all rights to that portion of the box office receipts and collected revenues necessary to pay said License Fee and expenses.

4. PAYMENT OF EXPENSES:

Licensee shall pay to Licensor all direct and indirect expenses, including but not limited to move in, set up, tear down, move out as those set forth in paragraphs 5a and 5b incurred by the Licensor for the production of the Event deemed necessary by the Licensor.

A preliminary event settlement shall be completed upon conclusion of the show after the Licensor has inspected its facilities to determine what damages to its Stadium, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall preliminary include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the Licensee. A final settlement shall be completed no later than 60 days after the close of the Event.

5. SERVICES TO BE PROVIDED BY LICENSOR:

(a) The Premises will be operated and maintained in good clean working order and operating condition by Licensor for Licensee's Event including but not limited to: All turnstiles, painting, utilities, elevators, seating, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, and water drainage, and rental of field covering (i.e. terraplas) which must be approved by the GM of the Stadium.

(b) The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trades personnel required to move-in the Event, operate the Event and move-out the Event.

6. LICENSEE COMPLIANCE WITH UNION REQUIREMENTS

Licensee shall ensure compliance with all necessary union requirements (if applicable) in connection with the personnel and services supplied by Licensee. Licensor shall inform Licensee of the terms of any trade union agreement, written or oral, affecting such personnel.

7. BOX OFFICE FACILITIES AND TICKET PRICES:

(a) Ticketmaster and Licensor shall be the approved ticketing agents for the Event. Licensor shall furnish Licensee a copy of the ticket printer's manifest. Licensor shall furnish Licensee a box office statement after the Event.

(b) The scale of the house configuration and the seating shall be arranged through and subject to approval of Licensor. ALL SEATING WILL BE RESERVED, unless otherwise stipulated by Licensor.

(c) All entry to the Premises on the Event date shall be by ticket only purchased at the full ticket price except for employees of Licensee and Licensor. Licensor will provide, as soon as practicable on the night of the Event, a count of all tickets deposited in the Stadium's drop boxes.

(d) All ticket sales for the Event shall be made under the direction, control, and supervision of the Stadium/Arena Box Office Manager, and the receipts from all such sales, whether made by the Licensor or the Licensee shall be held by the Licensor until a completion of the event for the express purpose of securing payment of all sums of money due or to become due to the Licensor hereunder.

(e) Consignment of tickets - Payment for consigned tickets or return of unsold consigned tickets must be made in whole to the Arena box office no later than 3 days prior to the Event.

(f) Ticket Prices - Configuration

Gross Salable Capacity – TBD

<u>AREA</u>	<u>PRICE</u>
Floor	TBD
Lower Tier	TBD
Mezzanine	TBD
Upper Tier	TBD

The Licensor shall have the right to cause to be set aside for its purchases up to (TBD) tickets for the Event.

The Licensor has the right to hold seats for suite relocations for the tower suites and any suites obstructed due to production. These seats are located in Sections 210-214 and 227-229.

A \$3.00 facility fee is included on the ticket price and Licensor is entitled to keep such revenue.

(g) Suite Revenue Distribution - Fixed suite seats sold are credited to the Box Office statement at full ticket price, except for Suites 211B, 212A, 212B and 222A, 233, 214A, 129B, 231A, 224B, 223A which are to be complimentary and exclusive use by Licensor.

(h) Complimentary Ticket Distribution:

Licensor: 50 tickets per show
Licensee: TBD

8. ADDITIONAL CHARGES

Should the Licensee occupation time exceed the time allotted in section 2(d) above, there shall be an additional charge to the Licensee, at the discretion of the Licensor's STADIUM Manager in the sum of \$30,000.00 (thirty thousand dollars) per half hour plus expenses, unless the length time is exceeded due to Licensor delay.

9. CANCELLATION BY LICENSEE

Should Licensee cancel or not appear for the event covered under this Agreement for reasons other than force majeure or Licensor default, \$175,000.00 shall be paid to Licensor as liquidated damages, not as a penalty, and Licensee also agrees to pay all expenses incurred by Licensor in connection with the event covered by this Agreement.

10. ADVANCE FUNDS

In the event that for any reason other than breach by the Licensor that the performance will not take place, within ten (10) days of June 7, 2009, the Licensee shall forthwith return to the Licensor all funds previously advanced.

In the event that the Licensee has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is cancelled for any reason other than breach of the Licensor, the Licensee shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the Licensor from bringing direct action against the performers or the performer's entity for recovery.

11. OBLIGATIONS OF THE LICENSEE:

The general obligations of the Licensee shall be as follows:

(a) Licensee certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the Stadium. The acts to be supplied by the Licensee are as follows:

TBA

Any performers that Licensee adds to the Event are subject to Licensor approval, which shall not be unreasonably withheld, delayed, or conditioned.

(b) Productions of the participants in the event.

(c) Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

(d) Should the Licensee fail to provide the necessary materials, personnel or supervision necessary to properly operate the Event, the Licensor may charge the Licensee for any extra services which may be reasonably necessary to perform Licensee's obligations including, but not limited to, staff, materials or refunds resulting from the Event not being conducted on time, due

to Licensee failure to fulfill its obligations under this Agreement. The Licensee hereby agrees to accept the Premises equipped as is and further agrees to pay any and all expenses incurred by the Licensor for restoring the Premises, any portion thereof, its site or equipment at the termination of this Agreement to the original condition, except for ordinary wear and tear and for items not caused by Licensee, its employees or the patrons of the Event.

Licensee agrees to incorporate Licensor's recommendations relating to the set-up and conduct of the Event based on Licensor's experience with staging similar events at the Stadium.

(e) Licensee shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign. If Licensee requests the Licensor to place the advertising for this Event and the Licensor makes the necessary payment to the advertisers, the Licensor will be reimbursed at settlement.

12. INSURANCE:

Licensee shall be responsible to obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensor, Licensee and the Performers, which insures all operations, services, and facilities utilized in the fulfillment of this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (Five Million Dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any patrons, agents or performers and any contractors or sub-contractors retained by Licensee.

Licensee and Artist shall also obtain, at their own cost and expense, Worker's Compensation insurance for any obligations that they may have with respect to the statutory obligations of the New Jersey Worker's Compensation and Occupational Disease Laws.

The Licensor will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the Licensee and the Performers. This waiver will not apply to any deductible applied under this policy.

If said Premises or any portion of said building or grounds, during the term of the Event and related occupation by Licensee, shall be damaged by the act, default or negligence of the Licensee, Artist or their agents, contractors or patrons, the Licensee will pay to Licensor and Licensor shall have the right to deduct, out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear expected. The withholding of such ticket sale receipts shall not exceed the amount of the deductible under any Third Party Property Damage Liability insurance maintained by Licensee or Artist, if any, or, if neither Licensee or Artist, maintains Third Party Property Damage Liability insurance, then and in such event, the Licensor may withhold from ticket receipts to an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the Licensor. Licensee may or may not insure this obligation for damage to Licensor's premises, which is not covered by Licensor's insurance policy as it see fit.

Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of Licensee or by or with the consent of Licensee's employees or any person acting for or on behalf of said Licensee, except for Licensor's employees, agents and contractors.

Certificates of all such insurance shall be provided 10 days prior to the Event to the Licensor. The policies shall also provide, and the Certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the Licensor.

13. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee and Licensor agree that every person connected with such party's use of STADIUM shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the Licensor for the management of STADIUM, and if the attention of either party is called to a violation on the part of such party or any personnel employed by or admitted to the premises by such party, such party will immediately desist from and correct such violation.

14. LICENSES AND PERMITS

Licensee agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and Licensee agrees to provide evidence of same to Licensor upon demand.

15. INDEMNITY

Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensor against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor of Licensee arising out of the uncured breach, negligence or willful misconduct of Licensee, its agents, members, contractors, subcontractors, or guests. Licensee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there. The aforementioned indemnity provision does not apply to the extent that the liability, damage or loss results from the sole negligence or gross negligence of Licensor or its employees and/or agents.

Licensor agrees to conduct its activities in connection with the Event so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensee against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensor or any contractor or subcontractor, of Licensor arising out of the uncured breach, gross negligence or willful misconduct of Licensor, its agents, members, contractors, subcontractors, or guests.

16. LIEN

Licensor shall have the first lien against ticket office receipts and all property of Licensee upon the premises of Licensor for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. Licensor is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound Licensee's property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, Licensor shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

17. PUBLIC SAFETY

Each of Licensee and Licensor agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with the other party hereto to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the Licensee and the Licensor and shall not be used for any purpose other than ingress and egress to and from premises by the Licensee, unless otherwise agreed to by the Licensor.

18. RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT

The Licensor retains the exclusive right of technical control and crowd management, including in the event that the Licensor deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the STADIUM or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. Licensee shall have no authority with respect to such crowd management and security.

19. CONCESSIONS:

Licensor reserves all rights with respect to the sale of concessions in the Stadium and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and Licensee shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the Event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

The Licensee shall enter into a separate agreement with ARAMARK for the sale of Event programs, and other items of merchandise related to the Event such as T-shirts, novelties, visors, sweatshirts and other like merchandise. The Licensor shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval of the Licensor. Licensor will use its best efforts to prohibit the unauthorized sale or distribution of novelties or other items not authorized for the Event.

The merchandise deal is 70/30, with taxes, bootleg security and credit card costs off the top and 80/20 on CDs only. ARAMARK shall be the vendor.

20. BROADCAST RIGHTS:

Licensor reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the STADIUM during the term of this Agreement. Should Licensor grant to Licensee said privilege, Licensor has the right to require advance payment to the Licensor of any estimated related costs to be incurred by the Licensor and may also require payment for said privilege in addition to the license fee. The Licensor shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. All broadcasting must be approved by the Performers.

The Licensor shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to, responsibility or liability for any violation of any rights of others by such broadcasting. To the extent it is responsible for the origination of such broadcasting, the Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast, to the extent such claims, damages, liability, cost and expenses do not arise out of Licensor gross negligence.

21. RECORDING

Licensee agrees that no recording for commercial purposes, either visual or audio of any kind will be made of the Event without prior written approval from the Licensor and the performer, performer's agent or authorized representative of the performer. Licensor has the right to require payment for said privilege. Notwithstanding the above, subject to a separate agreement between the Licensor and the performer, performer's agent or authorized representative of the performer, Licensee shall be permitted to record the event for archival use.

22. COPYRIGHTS

Licensee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. Licensee agrees to indemnify, defend, and hold harmless the Licensor from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

23. PERFORMANCE APPROVAL

Licensor retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and Licensee agrees that no such activity or part thereof shall be given or held if Licensor files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of the agreement.

24. UTILITY CONNECTIONS

Contracts for installations of cables, electricity, gas, and plumbing shall be made by Licensee, with contractors or Licensor service personnel designated by Licensor in accord with Licensor's prevailing practice. Any exceptions must be approved in writing by Licensor. All

such connections and related work will be at the expense of the Licensee, including any related costs incurred by the Licensor.

25. ELECTRICITY

In the event extra lights, such as spotlights, television lights, or other special lights or extraordinary electrical power shall be required by Licensee, they shall be paid for by Licensee at current rates in effect in said building. All electrical connections must be made by a representative of the Licensor, or the approved Licensor electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to Licensor and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

26. WATER

Licensor agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature, or character whatever shall be paid for by the Licensee.

27. PARKING:

(a) Licensor shall furnish an adequate number of parking spaces for the public and adequate personnel to man such parking facilities, at locations convenient to the Premises.

(b) Parking will be controlled and operated by Licensor, which will retain and be entitled to all receipts from said parking. 25 parking passes will be printed and presented to Licensee by the Licensor for use at the Event, plus parking for trucks, busses and working personnel. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the Licensor.

(c) Licensee pledges its assistance in working out the most efficient traffic and parking plan possible both during the load-in and load-out periods and during the Event for the accommodation of Licensee and the general public.

28. CREDENTIALS

The Licensor, its officers, directors, servants, selected employees and selected concessionaires shall have access to the Premises upon presentation of the authorized event credentials to be supplied by the Licensee. Such credentials are to be appropriately displayed. The distribution of such credentials to the Licensor, its officers, directors, servants, selected employees, and selected concessionaires shall be performed by the Stadium/Arena manager. Licensee shall provide Licensor with an adequate number of backstage passes for key working personnel.

29. LICENSEE PROPERTY

Licensors will accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless Licensor for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. Licensee further indemnifies Licensor from any claims or costs related to claims from any third party for loss or damage to property on the premises of Licensor during the time covered by this Agreement. Licensor assumes no responsibility whatsoever for any property placed in said building and Licensor is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage or persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this Agreement, and watchmen or other protective service desired by Licensee must be arranged by specific agreement with the Licensor. In the event that Licensee shall leave any property on the premises after the termination of the engagement contracted for herein, Licensor may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same. The aforementioned indemnity does not apply if loss, damage, liability or injury is due to Licensor sole gross negligence or willful misconduct.

30. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by Licensor.

31. DEFACEMENT OF BUILDING

Licensee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of Licensee or by the Licensee's agent, employees, patrons or any person or persons admitted to said premises by said Licensee, the Licensee will pay to Licensor out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of Licensee or by or with the consent of Licensee's employees or any person acting for or on behalf of said Licensee and Licensor agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the Licensor.

32. SIGNS AND POSTERS

Licensee will not post or allow to be posted any signs, cards, or posters except upon such display areas as Licensor may provide. Use of such areas is a non-exclusive right. All material is subject to approval by Licensor.

33. ADVERTISING

Licensee agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of Licensor is the exclusive property of Licensor and all receipts therefrom shall accrue to Licensor.

If Licensee requests the Licensor to place the advertising for the Show and the Licensor makes the necessary payment to the advertisers, the Licensor will be reimbursed by Licensee at settlement (4.5% commission).

34. OCCUPANCY INTERRUPTION

In case the Stadium or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the Licensor or Licensee impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentally thereof, then and thereupon, this license agreement will terminate and the Licensee shall not pay the rent portion of the license fee and both parties hereby waive any claim for damages or compensation should this lease be so terminated. Licensee may, with the approval of the General Manager of the Stadium, leave exhibits, equipment, or show material in the premises, but Licensee assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the Licensor to evacuate the premises because of a bomb threat or for other reasons of public safety, the Licensee will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the Stadium. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted by mutual agreement of the parties based on the situation.

35. OBJECTIONABLE PERSONS

Licensor reserves the right to eject or cause to be ejected from the premises any objectionable person or persons.

36. OPENING HOURS

Licensor agrees to open doors for event at 5:30pm.

37. REFUND OF TICKET REVENUE

Licensor retains the right to make determination of ticket refunds for cause, in keeping with Licensor policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the reasonable opinion of the Licensor the Licensee has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

38. ANNOUNCEMENTS

Licensor reserves the right to make announcements as Licensor may deem necessary at any time in the interest of public safety. Licensee agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety,

including, but not limited to, announcements to require patrons to return to their seats or to exit the building. All other announcements are subject to Performer approval and Performer contract restrictions.

39. LOST ARTICLES

Licensors shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in Licensee's employ shall not collect or interfere with the collection or custody of such articles.

40. NON-ASSIGNMENT

Neither Licensor nor Licensee will assign, transfer, subject or compromise any right, title, or interest in this Agreement, without prior written approval of both parties.

41. DEFAULT:

Licensee further covenants that, if any default is made in the payment of the license fee or in the payment of event expenses or any part thereof at the times above specified and such default is not cured in a reasonable amount of time, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the Licensor shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said Licensor may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said Licensee shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case, suit or action, is instituted by Licensor to enforce compliance with the agreement, the Licensor shall be entitled to the costs of the suit and reasonable attorney's fees.

42. FORCE MAJEURE:

If the Event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the Licensee or Licensor or which the Licensor or Licensee is unable to avoid by exercise of due diligence, neither party shall have an obligation or liability whatsoever to the other party as a result thereof. In the event of a Force Majeure event causes the cancellation of the show, each side shall bear its own costs and expenses.

43. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the Licensor may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) Licensee is unsatisfactory or in any way does not meet the approval of the Licensor provided however the Licensor agrees to notify and provide a reasonable opportunity to address the Licensor's concerns. If such concerns are not properly addressed then the Licensor shall terminate this Agreement under this provision by giving the notice of said termination in writing at any time prior to the commencement of the event.

44. SEVERABLE AGREEMENT

This is a severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

45. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the Licensor and the Licensee and no amendments or modifications shall be made to the Agreement, except in writing signed by both the Licensor and the Licensee.

46. DISCRETIONARY MATTERS

Any decision affecting any material provision directly relating to the Event not herein expressly provided for shall rest solely within the mutual discretion of the Licensee, Licensor, its Chief Executive Officer or its STADIUM/ARENA Manager.

47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the Licensee a partner, agent or employee of the Licensor.

48. APPLICABLE LAW:

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

49. NOTICES:

Unless otherwise provided herein to the contrary, all notices required under this Agreement, shall be deemed to be given when hand-delivered (with a receipt therefore) or mailed by Registered or Certified Mail, and addressed:

As to Licensee:

Carl Freed
Trevanna Entertainment
853 Broadway
Suite 1711
New York, NY 10003

Alex Cameron
Emmis Radio Corporation, d/b/a WQHT FM – HOT 97
395 Hudson Street
New York, NY 10014

As to Licensor:

James R. Minish
Executive Vice President - Facilities
Giants Stadium
50 State Route 120
East Rutherford, NJ 07073


50. **RESCHEDULING DUE TO NBA**

It is hereby understood by the Licensee that the Event covered by this Agreement is subject to being rescheduled if there is a conflict with a subsequently scheduled game of the National Basketball Association at the IZOD CENTER. The rescheduling of Licensee's event shall be at Licensor's sole discretion and all costs associated with rescheduling the event shall be borne by Licensee.

Notwithstanding the above, in lieu of canceling and rescheduling the Event, LICENSEE may also choose, at its own cost and expense and subject to Licensor approval, to utilize a off site parking program should Licensor limit the number of vehicles allowed to park on the Meadowlands Sports Complex site for Licensee's Event.

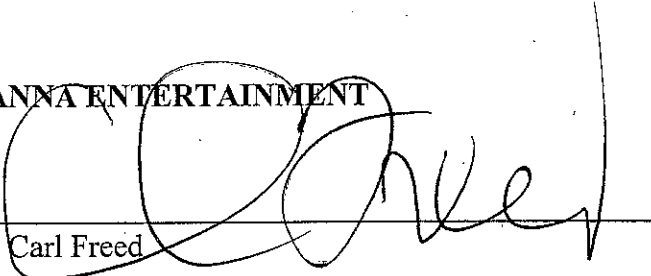
NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BY


James R. Minish
Executive Vice President - Facilities

TREVANNA ENTERTAINMENT

BY


Carl Freed

EMMIS RADIO CORPORATION - d/b/a WQHT FM - HOT 97

BY


Alex Cameron

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of May, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Eric Clapton & Steve Winwood Concert

Date(s): June 9, 2009 – Load In
 June 10, 2009 – Event Date
Time: 8:00 pm – 11:00 pm
Event Length: 3 hours

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 9th day of June, 2009 and to the 11th day of June, 2009 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$75,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such

special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Eric Clapton
Steve Winwood

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only. The merchandise deal shall revert to an 80/20 split from dollar one should an \$8.00 per cap be reached.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news

broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such

connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said building or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By Ron Allen

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor – VIP	\$250.00
Floor/Lower Tier	\$185.00
Lower Tier/Upper Tier	\$95.00
Upper Tier	\$65.00

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

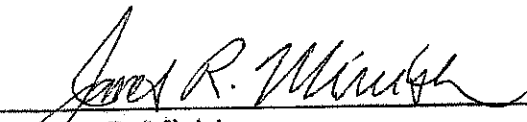
- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

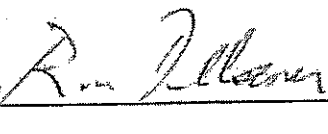
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

By 

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT made this 15th day of April, 2009 by and between the New Jersey Sports and Exposition Authority, a body corporate and politic of the State of New Jersey, having its principal office in the Borough of East Rutherford, New Jersey, (hereinafter referred to as AUTHORITY), and Richard Nader Entertainment, Inc. having its principal office at 1520 Gulf Boulevard, Suite 1507, Clearwater, Florida, (hereinafter referred to as NADER),

WITNESSETH:

WHEREAS, AUTHORITY owns and operates the IZOD CENTER (hereinafter referred to as ARENA) where it conducts various sporting and entertainment events; and

WHEREAS, AUTHORITY wishes to promote, present and hold Richard Nader's Doo Wop Spectacular XX (hereinafter the CONCERT) on its premise on June 13, 2009; and

WHEREAS, NADER is knowledgeable about planning, designing, promoting, and producing the Concert on June 13, 2009.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF EVENT**

DOO WOP SPECTACULAR XX

DATE- JUNE 13, 2009

TIME- 7:00 P.M.

2. **NATURE OF RELATIONSHIP: CONSIDERATION**

AUTHORITY hereby engages NADER as a consultant/executive producer for purposes of assisting AUTHORITY as the promoter in the designing, planning, promotion, executive production, advertising, and operation of the Concert at the Arena on June 13, 2009.

As a consideration for the services of NADER, AUTHORITY agrees to pay NADER the sum of \$77,400.00 in accordance with the following schedule:

a. \$38,700.00 on May 6, 2009

b. \$38,700.00 on June 10, 2009

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c. In addition, AUTHORITY agrees to pay NADER 50% of the gross admissions revenues in excess of \$186,143.00. Gross admissions revenues shall be defined as the total amount derived from the sale of tickets less only a 7% sales tax, the \$3.00 facility fee, Ticketmaster commissions, phone charges, credit card charges, if applicable, and reimbursement for any damage sustained. Notwithstanding the above, it has been agreed to by the parties that should the gross admission revenues reach \$275,000.00, the parties have agreed to rent a lighting package for the event and the cost for renting such lighting package shall be added to the split level noted above. For example, if the lighting package costs \$8,000, the split level will change to \$194,143.00 once the gross admission revenues reach \$275,000.00.

d. AUTHORITY also agrees to pay Nader for promotional expenses.

NADER agrees that all revenues and proceeds derived directly or indirectly from the Concert including admissions, parking and concessions, but not including revenues derived from the sale of advertising or event programs and novelties peculiar to the event which NADER shall supply at its own cost and expense on consignment, shall be the full property of AUTHORITY and NADER shall have no right to receive any portion thereof, except as delineated in Item C. above.

It is understood that if the show runs beyond 11:00 p.m. Nader will pay all event related expenses applied from 11:00 p.m. until the end of the show.

3. RESPONSIBILITIES OF AUTHORITY

AUTHORITY is the promoter of the Concert and is ultimately responsible for the complete design, production and conduct of the Concert subject to the provisions of subparagraph 4 hereof. AUTHORITY agrees to provide at its own expense adequate dressing and bathroom facilities for the artists. In addition, AUTHORITY agrees to provide at its expense all maintenance and technical personnel, stagehands, laborers, security, ticket takers, parking lot attendants, cleaning personnel, and any other labor, equipment, or services deemed necessary for the event.

AUTHORITY reserves the right to determine the time and availability to access to areas of the Arena by NADER, but at the same time recognizes its responsibility to allow NADER sufficient time to set up the event. NADER shall have the responsibility for selecting light and sound equipment with a sufficient budget approved by the AUTHORITY. In no event shall NADER enter and use any area, part, service, or facility of the Arena without first obtaining the Stadium/Arena Manager's or his/her designee's prior approval.

4. TICKET PRICES

As an admission fee, the Authority shall charge the sum of (\$103) for VIP, (\$50) for remaining floor, (\$40) for remaining lower tier and (\$28) in upper tier. The gross saleable capacity for this event reflected in the seating manifest shall be approximately 20,369, which includes allocated complimentary tickets.

The Authority will add a facility fee of \$3.00 to the ticket price and be entitled to keep such revenue.

AUTHORITY shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

4% of capacity of total - of which 2% will go to NADER for its use.

All ticket sales for the event to be staged under this agreement shall be made under the direction, control, and supervision of the Stadium/Arena Box Officer Manager, and the receipts from all such sales whether made by AUTHORITY or NADER shall be held by AUTHORITY until completion of the event for the express purpose of securing payment of all sums of money due or to become due to AUTHORITY hereunder.

Site, for purposes of this agreement, shall be defined as the entire area of the Sports Complex including such areas adjacent to Sports Authority property used by the Complex for events, but not in fact owned by the New Jersey Sports & Exposition Authority.

As per previous year RWE. Most tickets are distributed by...

5. **RIGHT OF EVENT CONTROL**

The AUTHORITY retains the right of exclusive crowd management control, including in the event the AUTHORITY deems it necessary for crowd management purposes to control access, gates, stairways and turnstiles or to shut off power in the Arena or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. NADER shall have no authority with respect to such crowd security or control.

NADER shall have complete control, supervision and direction of the acts and expressly reserves the right to control the manner, means and details of the performance or services by the Acts. NADER will, however, confer with AUTHORITY respecting the duration of THE EVENT and rehearsal of THE EVENT with a view toward securing the best presentation.

6. **CREDENTIALS**

AUTHORITY, its officers, directors, servants, selected employees and selected concessionaires shall have access to the premises upon presentation of the authorized event credentials to be supplied and defined by AUTHORITY in consultation with NADER. Such credentials to AUTHORITY, its officers, directors, servants, selected employees and selected concessionaires shall be performed by the Stadium/Arena Manager of AUTHORITY with the mutual consent of NADER. A list of individuals requiring backstage authorization is to be compiled and forwarded to AUTHORITY by NADER prior to the event.

7. **MISCELLANEOUS FINANCIAL CONDITIONS**

a. It is hereby agreed and understood that AUTHORITY currently utilizes the

Ticketmaster System for the printing, accounting, and sale of tickets for all public events held at the Arena. The commissions for the use of the Ticketmaster System are as follows:

Tickets sold at the Arena Box Office .05 per ticket printed and/or sold

Tickets sold at Remote Outlets .15 per ticket printed and/or sold

Phone charges - 3% of gross ticket sales

b. NADER shall provide to AUTHORITY a list of event contracts with the following acts:

Little Anthony & The Imperials
The Clefones
Kenny Vance & The Planotones
The Classics
Larry Chance & The Earls
Speedo & The Cadillacs
Gene Chandler

NADER further agrees and represents that the artists whose services are supplied hereunder shall be members in good standing of the appropriate unions having jurisdiction and NADER further agrees that the fees for all of the artists services rendered hereunder shall be paid out of the \$77,400.00 paid to NADER by AUTHORITY pursuant to Paragraph 2a and 2b hereof.

NADER agrees to indemnify and hold harmless the AUTHORITY from all claims for payment which may be asserted by any such artists against AUTHORITY or NADER. Further, NADER agrees not to present a similar performance of the Concert for a period of 30 days prior to or subsequent to June 13, 2009, within a 60-mile radius of the AUTHORITY without the express consent of the AUTHORITY. NADER further agrees to obtain all licenses and permits necessary for the production, staging, and conduct of the Concert and to work with the AUTHORITY in developing and placing proper advertising in the print and broadcast media, with a maximum budget of \$50,000.00. AUTHORITY agrees to reimburse Nader for approved advertising expenses.

8. **CANCELLATION OF EVENT**

Should NADER cancel or should a minimum of four scheduled groups not appear for the event as covered under this agreement, forcing cancellation of the event, NADER agrees to refund to the AUTHORITY any money advanced to NADER as well as all expenditures by the AUTHORITY for advertising and production of the event.

9. **RECORDING**

NADER agrees that no recording, either visual or audio or any kind will be made of the event or events covered by this Agreement without prior written approval from AUTHORITY and their performers' agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

10. **FORCE MAJEURE**

If the Doo Wop Spectacular XX cannot take place, in whole or in part, because of an act of God, national emergency, war, labor dispute, fire casualty, NADER shall be relieved of its responsibilities under this contract and AUTHORITY shall be obligated to pay NADER such compensation as NADER has actually earned as determined by AUTHORITY.

11. **INSURANCE**

AUTHORITY shall purchase such insurance as it deems necessary and appropriate for the concert, and shall present NADER with a certificate evidencing such coverage 10 days prior to the event.

12. **APPLICABILITY OF NEW JERSEY LAW**

The terms of this agreement shall be construed in accordance with the laws of the State of New Jersey and shall be binding upon the successors, licensees, legatees and assignees of the parties hereto in all respects.

13. **COMPLIANCE WITH NEW JERSEY LAW**

This agreement entered into by the AUTHORITY and NADER is in compliance with the laws, ordinances, regulations and requirements of the State of New Jersey and applicable governmental bodies.

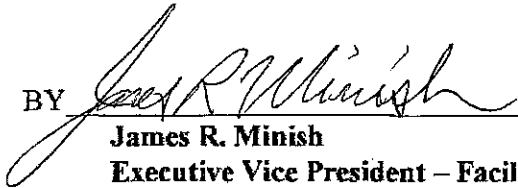
14. **SEVERABILITY**

This is a severable agreement and, in the event that any part or parts shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law, and in any event that all others parts of this agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

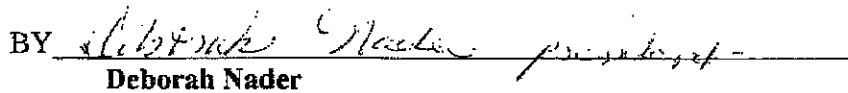
15. **ENTIRE AGREEMENT**

This agreement sets for the entire understanding between AUTHORITY and NADER and no amendments or modifications shall be made to the agreement except in writing signed by both the AUTHORITY and NADER.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY  _____
James R. Minish
Executive Vice President – Facilities

RICHARD NADER ENTERTAINMENT, INC.

BY  _____
Deborah Nader

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of June, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

I. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Beyonce Concert

Date: July 24, 2009

Time: 7:30 pm - 11:00 pm

Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 24th day of July, 2009 and to the 25th day of July, 2009 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Beyonce
Richgirl*

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. PUBLIC SAFETY

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. CONCESSIONS

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. BROADCAST RIGHTS

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. ARENA NAME

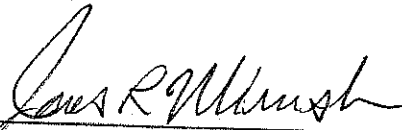
The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. CONFIDENTIALITY

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By



James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By



Jason Miller

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor	\$250.75
Lower Tier	\$150.75
Upper Tier	\$99.75
Upper Tier	\$79.75
Upper Tier	\$20.75

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.

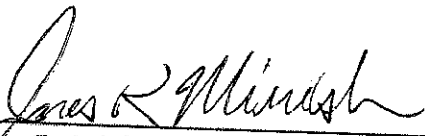
3. COMPLIMENTARY TICKET DISTRIBUTION

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By


James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

By


Jason Miller

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of July 2009 by and between the New Jersey Sports and Exposition Authority ("AUTHORITY") and Live Nation Worldwide, Inc., 220 West 42nd Street – 11th Floor, New York, N.Y., 10036, hereinafter referred to as the LICENSEE. In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. LICENSE:

AUTHORITY hereby grants to LICENSEE and LICENSEE hereby accepts from AUTHORITY the license to use the Premises (as defined in paragraph 2) for the purpose of staging, at the Stadium and field known as Giants Stadium (the "Stadium"), a concert on July 31, 2009 (hereinafter collectively referred to as the "Event").

2. PREMISES:

(a) The Stadium including, without limitation, grass field, access tunnels, field lights, standard field lights, locker rooms (except those of the professional franchises), restrooms, public address system, ticket booths, camera rooms, adjacent parking facilities, and all other facilities of the Stadium utilized in presenting events, shall be herein referred to as the "Premises".

(b) AUTHORITY pledges its cooperation to LICENSEE'S activities relating to move-in, set-up, tear-down, and move-out and will work out mutually agreeable move-in dates and move-out dates.

(c) LICENSEE is entitled to use and occupy the Stadium from 6:00pm on the 27th day of July, 2009 and terminating at 6:00pm on the 1st day of August, 2009, for the purpose of rehearsing, installing equipment, preparing the premises and equipment for use, parking and removal of equipment afterwards or such other purposes as are reasonably related to the use for which LICENSEE is being allowed the use of the Stadium as agreed to by the parties.

(d) DESCRIPTION OF EVENT:

AC/DC Concert

Date: July 31, 2009
Time: 7:30pm – 11:45 pm
Doors open: 6:30pm
Event Length: 4 hours 15 minutes

3. SERVICES TO BE PROVIDED BY AUTHORITY:

(a) The Premises will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including by way of illustration

and not limitation: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, and water drainage, and rental of field covering (i.e. terraplas) which must be approved by the GM of the Stadium.

(b) The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trades personnel required to move-in the Event, operate the Event and move-out the Event.

4. LICENSEE COMPLIANCE WITH UNION REQUIREMENTS

LICENSEE shall ensure compliance with all necessary union requirements (if applicable) in connection with the personnel and services supplied by LICENSEE. AUTHORITY shall inform LICENSEE of the terms of any trade union agreement, written or oral, affecting such personnel.

5. STADIUM LICENSE FEE:

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the Stadium for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY as a License Fee the sum of \$190,000 plus expenses.

"Gross Ticket Sales" shall be defined as the total sum of all tickets sold less the 7% New Jersey State Sales tax and the \$3.00 facility fee. Sales tax shall be determined by the Ticketmaster tax audit. The Authority will deduct the 7% New Jersey sales tax of the gross ticket sales during settlement, and will remit the tax withholding directly to the New Jersey Division of Taxation. Should the LICENSEE require additional time for move-in or move-out there may, at the sole discretion of the AUTHORITY, be imposed an additional rental fee of up to \$15,000 per day.

If for any reason said License Fee and expense as set forth in paragraph 6 are not paid as aforesaid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to that portion of the box office receipts and collected revenues necessary to pay said License Fee and expenses.

6. PAYMENT OF EXPENSES:

LICENSEE shall pay to AUTHORITY all direct and indirect expenses, including but not limited to move in, set up, tear down, move out as those set forth in paragraphs 3a and 3b incurred by the AUTHORITY for the production of the Event deemed necessary by the AUTHORITY. A preliminary settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damage, if any, has occurred to the premise, any portion thereof, or its equipment including terraplas and the grass field. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 100 business days after the close of the Event.

7. LICENSEE'S OBLIGATIONS:

(a) Should the LICENSEE fail to provide the necessary materials, personnel or supervision necessary to properly operate the event, the AUTHORITY may charge the LICENSEE for any extra services which may be reasonably necessary to perform LICENSEE'S obligations including, but not limited to, staff, materials or refunds resulting from the Event not being conducted on time, due to LICENSEE failure to fulfill its obligations under this Agreement. The LICENSEE hereby agrees to accept the premise equipped as is and further agrees to pay any and all expenses incurred by the AUTHORITY for restoring the premise, any portion thereof, its site or equipment at the termination of this Agreement to the original condition, ordinary wear and tear excepted.

(b) LICENSEE agrees to incorporate AUTHORITY'S reasonable recommendations relating to the set-up and conduct of the Event based on AUTHORITY'S experience with staging similar events at the Stadium.

(c) LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the Stadium. The acts to be supplied by the LICENSEE are as follows:

*AC/DC
The Answer
Anvil*

(d) Productions of the participants in the event.

(e) Payment to the PERFORMERS of all moneys due under and all contractual arrangements with them.

8. PERFORMANCE APPROVAL

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraph 5 & 6 hereof.

9. TICKETS:

(a) Ticketmaster and AUTHORITY shall be the approved ticketing agent for the Event. AUTHORITY shall furnish LICENSEE a copy of the ticket printer's manifest. AUTHORITY shall furnish LICENSEE a box office statement after each Event.

(b) LICENSEE shall pay AUTHORITY all indirect and direct costs of the accounting, auditing and sale of tickets. The scale of the house configuration and the seating shall be

arranged through and subject to approval of AUTHORITY. ALL SEATING WILL BE RESERVED, unless otherwise stipulated by AUTHORITY.

(c) All entry to the Premises on Event dates shall be by ticket only purchased at the full ticket price except for employees of LICENSEE and AUTHORITY. AUTHORITY will provide, as soon as practicable on the night of each confirmed concert, a count of all tickets deposited in the Stadium's drop boxes.

(d) All ticket sales for the event to be staged under this Agreement shall be made under the direction, control, and supervision of the Stadium/Arena Box Office Manager, and the receipts from all such sales, whether made by the AUTHORITY or the LICENSEE shall be held by the AUTHORITY until a completion of the event for the express purpose of securing payment of all sums of money due or to become due to the LICENSEE hereunder.

(e) Consignment of tickets - Payment for consigned tickets or return of unsold consigned tickets must be made in whole to the Arena box office no later than 3 days prior to the event.

10. PARKING:

(a) AUTHORITY shall furnish an adequate number of parking spaces for the public and adequate personnel to man such parking facilities, at locations convenient to the Premises.

(b) Parking will be controlled and operated by AUTHORITY which will retain and be entitled to all receipts from said parking. 25 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event, plus parking for trucks, busses and working personnel. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

(c) LICENSEE pledges its assistance in working out the most efficient traffic and parking plan possible both during the load-in and load-out periods and during the Event for the accommodation of LICENSEE and the general public.

11. CONCESSIONS:

AUTHORITY reserves all rights with respect to the sale of concessions in the Stadium and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, cigars, cigarettes, candies, sandwiches, beverages, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the Event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

The LICENSEE shall enter into a separate agreement with ARAMARK for the sale of Event programs, and other items of merchandise related to the Event such as T-shirts, novelties, visors, sweatshirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval of the AUTHORITY.

AUTHORITY will use its best efforts to prohibit the unauthorized sale or distribution of novelties or other items not authorized for the Event.

Merchandise deal:

75/25 with taxes, bootleg security (\$600 NJSEA) and credit card cost off the top.
Deal reverts to a 77.5/22.5 from dollar one if a \$10.00 per cap is reached (turnstile count)

85/15 on CD's and DVD's only

12. BROADCAST RIGHTS:

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the Stadium during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the License Fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. The LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, directors, representatives, agents and employees from any and all claims, damages, liability, cost and expenses, including reasonable attorney fees, arising from any radio, television, or simulcast broadcast.

13. METHOD OF OPERATION:

The operations of LICENSEE, its employees, artists, invitees and those doing business with it shall be conducted in an orderly and proper manner so as not to annoy, incite, disturb or be offensive to others. AUTHORITY shall have the right to object to LICENSEE regarding the demeanor and conduct of its employees, artists and invitees and those doing business with it, whereupon LICENSEE will take all steps necessary to remedy and/or correct the cause of the objection.

AUTHORITY retains the right of technical and crowd control in consultation with LICENSEE, including, but not limited to, control of access gates, stairways and turnstiles, or to shut off power in the Stadium or because of building maintenance problems and removal of any of the technical personnel and/or equipment from unauthorized areas.

14. FURTHER OBLIGATIONS OF AUTHORITY:

Only AUTHORITY or its agents will have the rights to sell tickets for the Event. AUTHORITY will provide LICENSEE upon request, but in any event prior to the Event a certified manifest of all tickets for the Event including those purchased by LICENSEE.

AUTHORITY will use its reasonable efforts to ensure that video cameras or recording devices or cans, bottles, glass, alcoholic beverages, fireworks, weapons or other objects that may be used as missiles, will not be allowed on the Premises.

15. INDEMNITY:

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

16. INSURANCE:

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement; in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE and Artist shall also obtain, at their own cost and expense, Workers Compensation insurance for any obligations that they may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE and Artist. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default or negligence of the LICENSEE, Artist or their agents, contractors or patrons, the LICENSEE will pay to AUTHORITY and AUTHORITY shall have the right to deduct, out of ticket sale receipts and advance payment, such sums as shall be

necessary to restore said premises to their original condition, ordinary wear and tear expected. The withholding of such ticket sale receipts shall not exceed the amount of the deductible under any Third Party Property Damage Liability insurance maintained by LICENSEE or Artist, if any, or, if neither LICENSEE or Artist, maintains Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts to an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy as it see fit.

LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE.

Certificates of all such insurance shall be provided to the AUTHORITY. The policies shall also provide, and the Certificate shall so note, that the coverage may not be canceled or any major change in coverage by implemented without at least 30 days prior written notice given to the AUTHORITY.

17. AUTHORITY TO CONTRACT:

AUTHORITY and LICENSEE each represent that it has the power to enter into this Agreement and to grant or receive, as the case may be, the license herein granted, that the consent of no other person or entity (governmental or otherwise) is required in connection therewith, and that this Agreement constitutes a valid and binding obligation of AUTHORITY and LICENSEE, enforceable against it in accordance with the terms hereof.

18. FORCE MAJEURE:

If the Event cannot take place, in whole or in part, because of an Act of God, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the reasonable control of the AUTHORITY or which the AUTHORITY is unable to avoid by reasonable exercise of due diligence, neither AUTHORITY nor LICENSEE shall have any obligation or liability whatsoever to the other as a result thereof.

19. DEFAULT:

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of Event expense or any part thereof at the times above specified or if any default is made in any covenant or agreement herein contained, this permit and the relationship of the parties, at the option of the AUTHORITY, shall cease and terminate and the relationship of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all personnel therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall, notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action, is instituted by AUTHORITY to enforce compliance with the agreement AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

20. CANCELLATION OF EVENTS BY LICENSEE:

In the event, a confirmed concert is canceled by the LICENSEE, LICENSEE shall be liable to pay AUTHORITY 100% of the License Fee for such concert plus incurred expenses for which LICENSEE is responsible pursuant to the terms hereof. In the event of cancellation of the Event both parties will use their best efforts to reschedule.

21. NO AGENCY OR JOINT VENTURE:

This Agreement shall not be deemed or construed to create any agency relationship or joint venture between AUTHORITY and LICENSEE.

22. NO AMENDMENTS:

No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement. No subsequent oral agreement shall have any validity whatsoever.

23. GOVERNING LAW:

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

24. NOTICES:

Unless otherwise provided herein to the contrary, all notices required under this Agreement, shall be deemed to be given when hand-delivered (with a receipt therefor) or mailed by Registered or Certified Mail, and addressed:

As to LICENSEE: Jason Miller
 Live Nation
 220 West 42nd Street – 11th Floor
 New York, New York 10036


As to AUTHORITY: James R. Minish
 Executive Vice President – Facilities
 Giants Stadium
 50 State Route 120
 East Rutherford, NJ 07073

25. CONFIDENTIALITY:

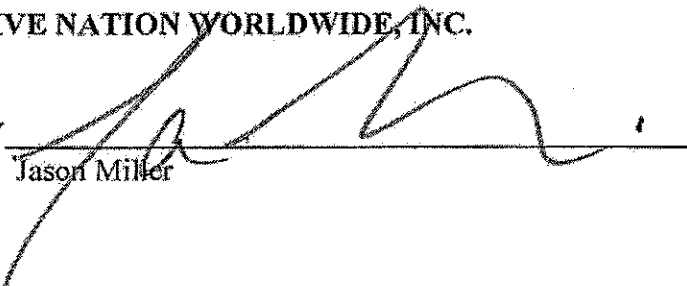
The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

There is hereby incorporated an Addendum attached hereto and made a part hereof. In the event there should be a conflict between the language herein and the language of the Addendum, the Addendum shall be controlling.

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

BY 
Jason Miller

ADDENDUM

1. **TICKET PRICES – CONFIGURATION**

- A. Net Capacity – TBD
- B. Ticket Prices – All tickets shall be at \$92.50 and \$68.00 , **\$29.50, \$24.75**
A \$3.00 facility fee is included in the ticket prices, which the Authority will have the right to retain.
- C. The Authority shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- D. Customary prohibitions as approved by the AUTHORITY shall be printed on event ticket.

2. **SUITE REVENUE DISTRIBUTION**

Fixed suite seats sold are credited to the Box Office statement at full price ticket price except for Suites 211B, 231A, 212A, 212B and 233A, 214A, 129B, 223B and 222A, which are to be complimentary and exclusive use by AUTHORITY.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

It is agreed that the AUTHORITY shall be entitled to 25 top price complimentary tickets for each confirmed concert.

4. **CREDENTIALS**

The AUTHORITY, its officers, directors, servants, selected employees and selected concessionaires, shall have access to the premise upon presentation of the authorized event credentials to be supplied and defined by the LICENSEE in consultation with the ARTIST. Such credentials are to be appropriately displayed. The distribution of such credentials, are to be appropriately displayed. The distribution of such credentials to the AUTHORITY, its officers, directors, servants, selected employees, and selected concessionaires shall be performed by the Stadium/Arena manager, of the AUTHORITY, with the mutual consent of the LICENSEE. LICENSEE shall provide AUTHORITY with an adequate number of backstage passes for key working personnel.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY: _____


James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

BY: _____


Jason Miller

**NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
MEADOWLANDS SPORTS COMPLEX
IZOD CENTER**

FACILITY OCCUPANCY LICENSE

Made and entered into on this 31st day of July 2009 by and between

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, a body corporate and politic of the State of New Jersey (the Authority) having its principal place of business in the Borough of East Rutherford, County of Bergen, State of New Jersey

and

Just Wright Films, Inc., 134 West 29th Street, 12th floor, New York, NY 10001 hereinafter referred to as "Licensee"

WHEREAS, the Authority is responsible for the operation of the Meadowlands Sports Complex which consists of a Racetrack, Stadium, Arena, and parking areas adjacent thereto, and;

WHEREAS, the Licensee desires to obtain a license to use and occupy IZOD CENTER (the "Arena") for the purpose of holding, producing, or exhibiting an event therein taking place from August 11-13, 2009:

NOW, THEREFORE, this instrument witnesseth that, for and in consideration of the covenants and agreements of the facility license hereinafter set forth, the Authority has granted the Licensee a license to use and occupy the Arena for the purpose, to the extent, at the times, for the fees and charges, and upon the other terms and conditions hereinafter set forth. Such use shall include the right to bring all necessary personnel, equipment, vehicles and temporary sets and/or set dressing into the Arena, for the purpose of making still and motion pictures and sound recordings of, on and/or about the Arena. Further, the Authority grants permission to replicate the Arena (if applicable) by constructing a set at a separate location, duplicating all or any part of the Arena for the purpose of completing Licensee's scheduled work, or for filming retakes, added scenes, advertisements or promotion, refer to the Arena or any part thereof by any true name or fictitious name, and to attribute any true or fictitious events as occurring at the Arena.

a. Event – Date and Time

Just Wright – Movie Filming (the "Event")
August 11, 2009 – 8:00 AM – 4:00 PM
August 12, 2009 – 7:00 AM – 9:00 PM
August 13, 2009 – 7:00 AM – 9:00 PM
August 14, 2009 – 7:00 AM – 9:00 PM

b. Licensee shall pay to the Authority a license fee of \$1,250.00 per hour plus expenses

Payment schedule is as follows:

Rent - \$62,500 (50 hrs @ \$1,250 per hour)
Operations/Trades - \$28,000
Stagehands - \$5,000
Cleaning - \$2,000
Aramark Buyout - \$1,000
Security - \$1,000
Medical - \$1,000
Multimedia - \$3,500

Total amount due Authority on 8/7/2009 - \$104,000

Licensee may, at any time prior to 3 business days before commencement of the Dates specified above, elect not to use the Arena by giving the Authority notice of such election, in which case neither party shall have any further obligation to the other. It is understood by Licensee that in the event of Licensee's election to not use the Arena as noted above, Licensee shall be responsible to reimburse Authority for all costs incurred by the Authority for the preparation of the Arena for Licensee's Event.

Failure by Licensee to pay said fee on a timely basis shall be cause for the Authority to terminate the agreement upon notice in writing to Licensee (after Licensee has been given a reasonable opportunity to cure any such breach). With written substantiation, the Licensee shall pay to the Authority the cost of all direct and indirect labor, materials, supplies and service costs reasonably incurred by the Authority as a result of the Event ordinary wear and tear excepted, and such other direct labor and special services as the Authority may reasonably deem necessary (the amounts of such costs to be provided to Licensee) or the Licensee may request. Licensee agrees to abide by all applicable provisions of the Authority's collective bargaining agreements covering the Authority employees who are union employees, notification of which shall be given to Licensee (written or oral) prior to the Event or during the Event.

- c. A Final Settlement shall be completed no later than 30 business days after close of the Event.
- d. Arrangements for food and beverage, if any, will be consummated with ARAMARK, Inc. of New Jersey or said other concessionaire as the Authority shall designate, and the Licensee shall enter into a separate agreement with that company. Notwithstanding the foregoing, Licensee and Aramark have agreed to a \$1,000 buyout for Licensee's right to bring in their own backstage caterer as noted in section (b) above.
- e. Nothing contained herein shall be construed as to constitute the Authority and the Licensee as joint venturers or partners or to make the Authority responsible for any debt of the Licensee. Nothing contained herein grants the Licensee the permission or right to use the trademarks, logos or other protected marks of "Izod" or any of the teams or advertisers that utilize the Meadowlands Sports Complex and the Arena (all of which Licensee shall obtain separately). The Authority hereby grants Licensee permission to photograph and include in Licensee's motion picture all real and personal property of the Arena, and the Authority's (i.e., the Meadowlands Sports Complex) name, logo, trademark, service mark and/or slogan, as depicted in, on, and/or about the Arena and any other identifying features thereof.
- f. The Authority shall have no responsibility whatsoever for any damage to property of the Licensee, its agents, contractors or subcontractors which is placed at the Arena, on the Authority's site or facilities or parking lot. The Licensee shall obtain waivers of subrogation with respect to any insurance policies applying to such property and provide such waivers to the Authority upon request.
- g. The Licensee shall, at the request of the Authority, obtain at its own cost and expense, Commercial General Liability insurance in the name of the Licensee, which insures the operations contemplated by the Facility Occupancy License and also the contractual assumption of liability reflected therein. Such General Liability insurance shall be written with a limit of at least \$1,000,000 combined single limit for Bodily Injury or Property Damage Liability and shall be written by a company approved by the Authority (Authority hereby approves Licensee's insurance provider). Coverage shall include Contractual Liability; Broad Form Property Damage Liability; Personal Injury Liability; and coverage for the operation of Independent Contractors. The policy shall not contain any exclusion with respect to injury to participants and in addition the New Jersey Sports and Exposition Authority should be named as an additional insured on such policy. The Licensee shall also provide Worker's Compensation coverage for any of its employees as required by the Worker's Compensation and Occupational Disease Laws of the State of New Jersey. Licensee shall submit to the Authority evidence of such insurance at least five (5) days prior to the Event.

- h. Unless due to the gross negligence, sole negligence and/or willful misconduct of Authority, the Licensee shall indemnify and hold the Authority harmless from any and all liability for any loss, injury, or damage to any persons or any property that may be sustained by reason of the activities or operations of the Licensee or any of its servants, agents, contractors, subcontractors or employees of the Licensee in pursuit of this agreement. The Authority, to the extent that it is permitted to do so under its property insurance policies, does hereby waive any right of subrogation against the Licensee.
- i. If because of illness of actors, director or other essential artists and crew, weather conditions, strike, defective film or equipment or any other occurrence beyond Licensee's control, Licensee is unable to start work on the dates designated above and/or work in progress is interrupted during use of the Arena by Licensee, then Licensee shall have the right to use the Arena at a later date to be mutually agreed upon. It is understood by Licensee that in the event of Licensee's election to not use the Arena as noted above, Licensee shall be responsible to reimburse Authority for all costs incurred by the Authority for the preparation of the Arena for Licensee's Event.
- j. The Authority represents, warrants and agrees that the Authority has the full right, power and authority to grant the rights granted to Licensee hereunder, and the Authority will take no action nor allow or permit or authorize any third party to take any action which might interfere with Licensee's full use and quiet enjoyment of the Arena in accordance with the terms hereof.
- k. This agreement shall be considered made in New Jersey and shall be construed as made pursuant to New Jersey law. Any actions brought in regard to this Agreement must be filed in the State of New Jersey.
- l. A failure by Licensee to perform any covenant, duty or obligation set forth in the Facility Occupancy License or any addendum hereto, shall be cause for the Authority to terminate the agreement upon notice in writing to Licensee (after giving Licensee a reasonable opportunity to cure any such breach).
- m. Licensee agrees to return any area that has been altered as a result of the Event to its original state, ordinary wear and tear excepted. Licensee further agrees to pay all reasonable expenses to correct any damages caused by its activities.
- n. The Authority may charge a parking fee to those persons attending Licensee's Event if the Event shall be conducted during hours when a parking fee is charged to patrons attending another event at the Meadowlands Racetrack, IZOD Center, Giants Stadium or any parking lot within the Meadowlands Sports Complex. The charge shall be identical in the amount to that charged for any other event at the Meadowlands Sports Complex. The Authority shall retain all said parking fees.

Licensee pledges its assistance in working out the most efficient traffic and parking plan possible both during the load-in and load-out periods and during the Event for the accommodation of Licensee, the Authority other events taking place throughout the Meadowlands Sports Complex. Authority shall advise Licensee if off-site parking is needed for any of Licensee's Event dates to accommodate parking for any of Licensee's employees, contractors or agents on dates when other events are scheduled at the Meadowlands Sports Complex.

- o. Licensee agrees that for the filming(s) for which scenes from the Meadowlands Sports Complex and the Arena shall be filmed and which are the purpose of this Agreement, that Licensee shall not portray the Authority, the Meadowlands Sports Complex, the Arena or the State of New Jersey in a defamatory manner, and the Authority, the Meadowlands Sports Complex, the Arena and the State of New Jersey will be used in a manner that is consistent with the good will and name that they enjoy in the marketplace.

- p. If Licensee cancels the Event, Licensee shall be responsible to pay Authority for all reasonable and substantiated costs incurred by the Authority for the production and preparation of the site for Licensee's Event.
- q. All rights of every kind in and to all photographs, film and sound recordings made on the premises shall be and remain vested in Licensee throughout the universe in perpetuity, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with the Event and subsequent productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, etc. Authority's sole remedy for breach of this contract by Licensee shall be an action for money damages. In no event will Authority be entitled to injunctive relief, or to enjoin, restrain or interfere with the advertising, publicizing, exhibiting or exploitation of Licensee's photography and/or motion picture(s).
-
- r. Authority represents and warrants that Authority has the right to enter into this contract and to grant Licensee all rights provided by this contract, including, without limitation, the right to photograph, film and record, and to broadcast and otherwise exhibit the photographs, film and recordings of the premises and any and all furnishings, works of art and other objects located in or around the premises in any manner by any method and in any and all media, whether now known or discovered later, anywhere in the world or universe in perpetuity.
- s. Licensee agrees to indemnify and hold harmless the Authority from any claims or suites made by any third party regarding the manner in which photographs, filmings or recordings are subsequently used.
- t. **CONFIDENTIALITY** - The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

This agreement sets forth the entire understanding by the Authority and the Licensee and no amendments or modifications shall be made to the agreement except in writing and signed by both the Authority and the Licensee.

Witness the due execution hereof on the day and year first above written.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY: 

James R. Minish
Executive Vice President - Facilities

JUST WRIGHT FILMS, INC.

BY: 

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of March, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and The Wiggles Live USA, Inc., 4544 Sunbelt Drive, Addison, TX 75001 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Event:	The Wiggles – Go Bananas! Live In Concert
Date(s):	August 19 & 20, 2009
Time(s):	August 19 – 3:00 pm (option) August 19 – 6:30 pm August 20 – 3:00 pm August 20 – 6:30 pm
Event Length(s):	1 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 7:00 a.m. on the 19th day of August, 2009 and to the 21st day of August, 2009 at 1:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, the LICENSOR and LICENSEE agree to the following Gross Ticket Sales splits for the Event covered by this Agreement:

DEDUCTIONS FROM GROSS TICKET SALES (OFF THE TOP):

- 7% New Jersey State Sales Tax
- Advertising
- Credit Card Commissions at Box Office
- Group Sales Commissions (10%) on groups of 10 or more

REMAINDER OF GROSS TICKET SALES TO BE SPLIT:

- 65% LICENSEE / 35% LICENSOR - \$0 - \$300,000
- 70% LICENSEE / 30% LICENSOR - \$300,001 - \$400,000
- 75% LICENSEE / 25% LICENSOR - \$400,001 - \$600,000
- 80% LICENSEE / 20% LICENSOR - \$600,000 and above

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. PAYMENT OF EXPENSES:

LICENSOR will be required to pay for Event Supervision, Per Diem Staff (ushers, ticket takers, security, medical, box office, matrix, etc.), Union trades (electricians, carpenters, plumbers, laborers, teamsters, cleaners, etc.), Stagehands, utilities, set up fees, one (1) T1 line, one (1) phone line and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event. LICENSOR agrees to provide its in house stage and in house spotlights for LICENSEE'S use during the Event.

LICENSEE will be required to pay for Event production (including any additional spotlights), catering, lodging, insurance, dressing room furniture, additional phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI/SESAC Music License Fees, hospitality, transportation and any additional items needed to produce the shows.

A preliminary event settlement shall be completed upon conclusion of the shows after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred as a result of the occupancy and operations of the LICENSEE. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total (net of tax) on groups of 10 or more.

6. **TICKET PRICES - CONFIGURATION**

A. Ticket prices:

Day, Date	Time	Type	P1	P2	P3	P4
Wednesday, August 19	3:00PM (option)	Full	\$42.00	\$35.00	\$28.00	\$20.00
		Group	\$42.00	\$30.00	\$23.00	\$20.00
		Discount	\$39.00	\$32.00	\$25.00	\$17.00

		Promotion	\$37.00	\$30.00	\$23.00	\$15.00
		Full	\$42.00	\$35.00	\$28.00	\$20.00
Wednesday, August 19	6:30 PM	Group	\$42.00	\$30.00	\$23.00	\$20.00
		Discount	\$39.00	\$32.00	\$25.00	\$17.00
		Promotion	\$37.00	\$30.00	\$23.00	\$15.00
		Full	\$42.00	\$35.00	\$28.00	\$20.00
Thursday, August 20	3:00 PM	Group	\$42.00	\$30.00	\$23.00	\$20.00
		Discount	\$39.00	\$32.00	\$25.00	\$17.00
		Promotion	\$37.00	\$30.00	\$23.00	\$15.00
		Full	\$42.00	\$35.00	\$28.00	\$20.00
Thursday, August 20	6:30 PM	Group	\$42.00	\$30.00	\$23.00	\$20.00
		Discount	\$39.00	\$32.00	\$25.00	\$17.00
		Promotion	\$37.00	\$30.00	\$23.00	\$15.00
		Full	\$42.00	\$35.00	\$28.00	\$20.00

The \$3.00 facility fee, which the LICENSOR will be entitled to retain, is on top of the ticket prices above.

Net Capacity per show – (TBD)

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

7. **SUITES**

- A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the 28 luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).
- B. Suite 121 shall be allocated to the LICENSEE. Suite 121 may be obstructed view due to production setup.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

8. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

9. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

10. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has valid, properly executed and compatible contracts with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

The Wiggles – Go Bananas! Live In Concert

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign in consultation with LICENSOR.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement (4.5% outside agency commission). Advertising account is as follows:

NOT APPLICABLE

11. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium,

waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

12. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

13. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

14. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the

LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission or breach of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence or willful misconduct of the LICENSOR, its employees or agents. LICENSOR agrees to indemnify LICENSEE in kind.

15. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

16. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

17. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

18. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. There will be no alcohol sales at the Event.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other

like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

19. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

20. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

21. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

22. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

23. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

24. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

25. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

26. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

27. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

28. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any

loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

29. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

30. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

31. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

32. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

33. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE

hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

34. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

35. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

August 19 - 2:00 PM (if applicable)
August 19 - 5:30 PM
August 20 - 2:00 PM
August 20 - 5:30 PM

36. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

37. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

38. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 8 above.

39. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

40. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

41. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

42. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

43. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

44. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

45. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

46. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

47. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

48. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

49. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

50. **ARENA NAME**

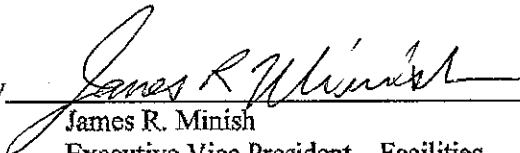
The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

51. **EVENT SPONSORSHIP**

LICENSOR shall receive a 15% commission for any local sponsorships sold for the Events. The remaining balance is subject to the revenue splits noted above after the applicable off the top deductions are made. All local sponsorships are subject to LICENSEE approval.

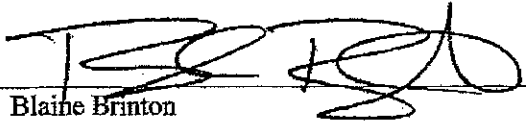
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NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

THE WIGGLES LIVE USA, INC.

By



Blaine Brinton

ADDENDUM

TO: Terry Bottinelli
FR: Matt Bell
DA: June 30, 2009
RE: New Jersey Sports and Exposition Authority License Agreement with Bergen Catholic High School and St. Joseph Regional High School

The terms of the above referenced agreement dated May 19, 2006 are modified as follows:

1. Games will take place on Friday, September 11, 2009 at Giants Stadium as follows:
 - a. 6:00 p.m. – St. Joseph Regional vs. DePaul
 - b. 8:30 p.m. – Bergen Catholic vs. Iona Prep
(time of 2nd game is approximate)

Doors will open to Giants Stadium at 5:00 p.m. to the general public.

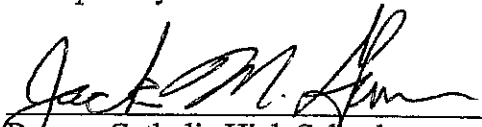
It is understood by Bergen Catholic and St. Joseph Regional that access to Giants Stadium prior to 5:00 p.m. on the day of the event is subject to the practice schedule of the New York Giants. NJSEA agrees to advise both schools of the availability once the New York Giants practice schedule is known.

2. Ticket prices will be \$12 for adults; \$9 for students
3. Sponsorships:
 - NJSEA shall retain 100% of sponsorships sold by NJSEA.
 - NJSEA shall receive a 15% activation commission for all sponsorships brought in by Bergen Catholic or St. Joseph Regional. Bergen Catholic or St. Joseph Regional shall retain the remaining 85%.
4. There are no participation fees for Bergen Catholic, St. Joseph Regional and the other participating schools chosen by Bergen Catholic & St. Joseph Regional.
5. Financial Terms:
 - NJSEA shall retain the first fifty thousand dollars (\$50,000) of Gross Admission Receipts (as defined in the May 19, 2006 agreement) and pursuant to the terms of the agreement between the parties dated May 19, 2006, NJSEA shall be responsible for the payment of any event related expenses at Giants Stadium.
 - NJSEA, Bergen Catholic and St. Joseph Regional shall split, 1/3, 1/3 & 1/3 all Gross Admission Receipts in excess of fifty thousand dollars (\$50,000).

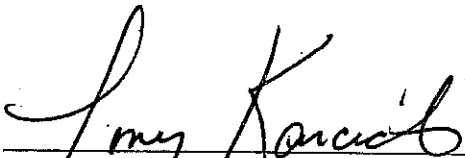
6. Bergen Catholic and St. Joseph Regional shall each receive 200 complimentary tickets for the Event. Bergen Catholic and St. Joseph Regional shall supply the other participating schools with complimentary tickets from their allotments.
7. The terms agreed to by the parties for the Addendum dated July 25, 2007 shall not apply to the 2009 event.

Except as modified within this addendum, all other terms and conditions of the prior agreement remain in full force and effect.

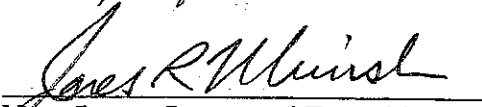
Accepted by:


Bergen Catholic High School
By: JACK MCGOVERN - A.D.

Dated: 7/2/09


St. Joseph Regional High School
By: Tony KARCICH - A.D.

Dated: 7/8/09


New Jersey Sports and Exposition Authority
James R. Minish
Executive Vice President - Facilities

Dated: 7/10/09

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of July, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Bowery Presents, 156 Ludlow Street, 5th floor, New York, NY 10002 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Kings of Leon Concert

Date: September 12, 2009

Time: 8:00 PM – 11:00 PM

Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 12th day of September, 2009 and to the 13th day of September, 2009 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED unless stipulated otherwise by LICENSOR.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Kings of Leon

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules,

halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the

LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise

specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00 pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

*in conjunction with
LICENSEE*

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease

and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. **ADVANCE FUNDS**

In the event that for any reason other than breach by the LICENSOR that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the LICENSOR all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the LICENSOR, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the LICENSOR from bringing direct action against the performers of the performer's entity for recovery.

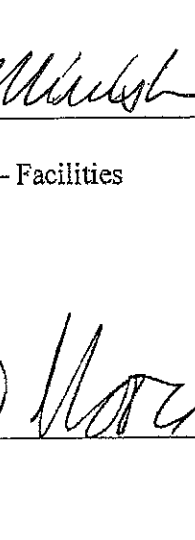
50. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

BOWERY PRESENTS

By 
John Moore

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
GA Floor/Lower Tier	\$49.50
Upper Tier	\$40.50

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.


C. \$3.00 per ticket on suite tickets sold, net of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. COMPLIMENTARY TICKET DISTRIBUTION

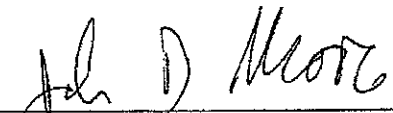
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

BOWERY PRESENTS

By 
John Moore

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
LICENSE AGREEMENT

THIS AGREEMENT is made and entered into on this 3rd day of September, 2009 by and between the New Jersey Sports and Exposition Authority ("Licensor") and Live Nation UTours (USA), Inc. c/o, 9348 Civic Center Drive, Beverly Hills, CA 90210, hereinafter referred to as the Licensee. In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. LICENSE:

Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor the license to use the Premises (as defined in paragraph 2) for the purpose of staging, at the Stadium and field known as "Giants Stadium" (the Stadium), two (2) concerts on September 23 & 24, 2009 (hereinafter collectively referred to as the "Event").

2. PREMISES:

(a) The Stadium including, without limitation, field, access tunnels, field lights, standard field lights, locker rooms (except those of the professional franchises), restrooms, public address system, ticket booths, camera rooms, adjacent parking facilities, and all other facilities of the Stadium utilized in presenting events, shall be herein referred to as the "Premises".

(b) Licensor pledges its cooperation to Licensee's activities relating to move-in, set-up, tear-down, and move-out and will work out mutually agreeable move-in dates and move-out dates.

(c) Licensee is entitled to use and occupy the Stadium from 7:00 p.m. on the 20th day of September, 2009 and terminating at 11:59 p.m. on the 26th day of September, 2009, for the purpose of rehearsing, installing equipment, preparing the premises and equipment for use, parking and removal of equipment afterwards or such other purposes as are reasonably related to the use for which Licensee is being allowed the use of the Stadium as agreed to by the parties.

(d) DESCRIPTION OF EVENT:

U2

September 23 & 24, 2009

Time - 7:00 pm

3. SERVICES TO BE PROVIDED BY LICENSOR:

(a) The Premises will be operated and maintained in good clean working order and operating condition by Licensor for Licensee's Event including but not limited to: All turnstiles, painting, utilities, elevators, seating, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, and water drainage, and rental of part of the field covering (i.e. terraplas) which must be approved by the GM of the Stadium. For greater certainty, if Licensor only supplies Licensee with part of the field covering, then Licensee shall only be liable for the pro-rated amount of

such rental cost, it being acknowledged and agreed by the Parties that the determination of such pro-rated amount shall be made by the parties in good faith once the load-in has been completed.

(b) The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trades personnel required to move-in the Event, operate the Event and move-out the Event.

4. LICENSEE COMPLIANCE WITH UNION REQUIREMENTS

Licensee shall ensure compliance with all necessary union requirements (if applicable) in connection with the personnel and services supplied by Licensee. Licensor shall inform Licensee of the terms of any trade union agreement, written or oral, affecting such personnel.

5. STADIUM LICENSE FEE:

Licensee agrees to pay Licensor as License Fee for the Event (including move-in / move-out dates as per paragraph 2 (C) above) the sum of \$252,500. The Licensor will deduct the 7% New Jersey sales tax during settlement, and will remit the tax withholding directly to the New Jersey Division of Taxation. Should the Licensee require additional time for move-in or move-out there may, at the sole discretion of the Licensor, be imposed an additional rental fee of up to \$15,000 per day, on a pro-rated basis. With reference to paragraph 2 (c) above, any additional move-in and move-out time shall be determined by Licensor, in its sole discretion.

If for any reason said License Fee and expense as set forth in paragraph 6 are not paid as aforesaid, it is agreed that any box office receipts in the possession of the Licensor or revenues collected by the Licensee during the event may be applied to the payment of said License Fee and expenses and Licensee waives all rights to that portion of the box office receipts and collected revenues necessary to pay said License Fee and expenses.

6. PAYMENT OF EXPENSES:

Licensee shall pay to Licensor all direct, out-of-pocket expenses, including but not limited to move in, set up, tear down, move out as those set forth in paragraphs 3a and 3b incurred by the Licensor for the production of the Event deemed necessary by the Licensor. A preliminary event settlement shall be completed upon conclusion of the show after the Licensor has inspected its facilities to determine what damages to its Stadium, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall preliminary include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the Licensee.

A final settlement shall be completed no later than 60 days after the close of the Event.

7. LICENSEE'S OBLIGATIONS:

The general obligations of the Licensee shall be as follows:

1. Licensee certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the Stadium. The acts to be supplied by the Licensee are as follows:

U2
Muse

2. Productions of the participants in the event.
3. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

4. Should the Licensee fail to provide the necessary materials, personnel or supervision necessary to properly operate the event, the Licensor may charge the Licensee for any extra services which may be reasonably necessary to perform Licensee's obligations including, but not limited to, staff, materials or refunds resulting from the Event not being conducted on time, due to Licensee failure to fulfill its obligations under this Agreement. The Licensee hereby agrees to accept the premise equipped as is and further agrees to pay any and all expenses incurred by the Licensor for restoring the premise, any portion thereof, its site or equipment at the termination of this Agreement to the original condition, ordinary wear and tear excepted.

Licensee agrees to incorporate Licensor's reasonable recommendations relating to the set-up and conduct of the Event based on Licensor's experience with staging similar events at the Stadium.

8. TICKETS:

(a) Ticketmaster and Licensor shall be the approved ticketing agent for the Event. Licensor shall furnish Licensee a copy of the ticket printer's manifest. Licensor shall furnish Licensee a box office statement after each Event.

(b) The scale of the house configuration and the seating shall be arranged through and subject to approval of Licensor. **ALL SEATING WILL BE RESERVED**, unless otherwise stipulated by Licensor. The floor shall be General Admission.

(c) All entry to the Premises on Event dates shall be by ticket only purchased at the full ticket price except for employees of Licensee and Licensor. Licensor will provide, as soon as practicable on the night of each confirmed concert, a count of all tickets deposited in the Stadium's drop boxes.

(d) All ticket sales for the event to be staged under this Agreement shall be made under the direction, control, and supervision of the Stadium/Arena Box Office Manager, and the receipts from all such sales, whether made by the Licensor or the Licensee shall be held by the Licensor until a completion of the event for the express purpose of securing payment of all sums of money due or to become due to the Licensor hereunder.

(e) Consignment of tickets - Payment for consigned tickets or return of unsold consigned tickets must be made in whole to the Arena box office no later than 3 days prior to the event.

(f) Ticket Prices - Configuration

Gross Salable Capacity - TBD

<u>AREA</u>	<u>PRICE</u>
Lower Tier, Mezzanine	\$253.00
Lower Tier, Mezzanine, Upper Tier	\$98.00
GA Floor, Mezzanine, Upper Tier	\$58.00
Upper Tier	\$33.00

The Licensor shall have the right to cause to be set aside for its purchases up to 750 tickets per show. The Licensor will charge a \$15 service fee on tickets at \$253, a \$10 service fee on seats priced at \$98 and a \$5 service fee on seats priced at \$58 and shall be entitled to keep such revenue. Tickets held shall be deemed purchased by Licensor. Licensor will be charged service fees by the Licensee on tickets and Licensee will be entitled to keep such revenue. Licensor will be charged \$25 for tickets at \$253 and will also be charged \$15 for tickets at \$98 and \$58.

A \$3.00 facility fee is included on the ticket price and Licensor is entitled to keep such revenue; provided that Licensor shall pay 50% of such revenue to Licensee on settlement.

(g) Suite Revenue Distribution

Fixed suite and club seats sold are credited to the Box Office statement at full ticket price, except for Suites 211B, 212A, 212B and 233, 214A, 129B, 231A, 222A, 221A which are to be complimentary and exclusive use by Licensor.

The Licensor shall be entitled to hold relocated suite and club seats for obstructed view suites due to production until September 14, 2009. After this date, all seats held will be released the general public for sale.

(h) Complimentary Ticket Distribution are in the discretion of the Licensee.

9. PARKING:

(a) Licensor shall furnish an adequate number of parking spaces for the public and adequate personnel to man such parking facilities, at locations convenient to the Premises.

(b) Parking will be controlled and operated by Licensor, which will retain and be entitled to all receipts from said parking. 100 parking passes will be printed and presented to Licensee by the Licensor for use at the event, plus parking for trucks, busses and working personnel. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the Licensor.

(c) Licensee pledges its assistance in working out the most efficient traffic and parking plan possible both during the load-in and load-out periods and during the Event for the accommodation of Licensee and the general public.

10. CONCESSIONS:

Licensor reserves all rights with respect to the sale of concessions in the Stadium and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and Licensee shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the Event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. Licensor represents that only event related merchandise shall be sold at the Event covered by this Agreement.

The Licensee shall enter into a separate agreement with ARAMARK for the sale of Event programs, and other items of merchandise related to the Event such as T-shirts, novelties, visors, sweatshirts and other like merchandise. The Licensor shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed (except within the VIP Party) without prior written approval of the Licensor. Licensor will use its best efforts to prohibit the unauthorized sale or distribution of novelties or other items not authorized for the Event.

The merchandise deal is 77.5/22.5, with taxes, bootleg security (NJSEA \$600.00) and credit card costs off the top. ARAMARK shall be the vendor. If a \$10 per cap is reached, the 77.5/22.5 deal will revert to 80/20 split, retroactive to "Dollar One".

11. BROADCAST RIGHTS:

Licensor grants to Licensee all rights and privileges for outgoing live or delayed radio, television, webcasting, recording, or simulcast broadcasts originating from the premise during the terms of this Agreement. Licensor has the right to require advance payment of any estimated related costs to be incurred by the Licensor. The Licensor shall not charge any fee for the origination of any broadcasts (filming or recording). Such permission must be obtained in writing not less than ten (10) days in advance of the broadcast date.

The Licensor will waive the broadcast / recording / filming / webcasting origination fee. The Licensee shall be responsible for all direct and indirect cost in connection with photographing, filming, videotaping, recording, taping, etc. the Event. In exchange, the Licensee shall use the words "Live at Giants Stadium" in the photograph, film, videotape, recording tape, etc. Also, the Licensor shall receive 100 copies of any videotape, recording, etc. made of the Event.

The Licensor shall have no responsibility or liability for the radio, television or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting, unless such violation(s) are caused by Licensor, its employees or agents. The Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, directors, representatives, agents and employees from any and all claims, damages, liability, cost and expenses, including reasonable attorney fees, arising from any radio, television, or simulcast broadcast, except those caused by the employees or agents of Licensor.

12. METHOD OF OPERATION:

The operations of Licensee, its employees, artists, invitees and those doing business with it shall be conducted in an orderly and proper manner so as not to annoy, incite, disturb or be

offensive to others. Licensor shall have the right to object to Licensee regarding the demeanor and conduct of its employees, artists and invitees and those doing business with it, whereupon Licensee will take all steps necessary to remedy and/or correct the cause of the objection.

Licensor retains the right of technical and crowd control in consultation with Licensee, including, but not limited to, control of access gates, stairways and turnstiles, or to shut off power in the Stadium or because of building maintenance problems and removal of any of the technical personnel and/or equipment from unauthorized areas.

13. FURTHER OBLIGATIONS OF LICENSOR:

Only Licensor or its agents (Ticketmaster) will have the rights to sell tickets for the Event except Licensee's VIP tickets and holds. Licensor will provide Licensee upon request, but in any event prior to the Event a certified manifest of all tickets for the Event including those purchased by Licensee.

Licensor will use its reasonable, customary efforts to ensure that movie cameras, or recording devices or cans, bottles, glass, alcoholic beverages, fireworks, weapons or other objects that may be used as missiles, will not be allowed on the Premises.

14. INDEMNITY:

Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensor against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor, of Licensee arising out of the activities conducted by Licensee, its agents, members, or guests. Licensee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there. Neither Licensee nor Artist, nor any of their representatives, shall be liable for any claims for loss, injury or damage to persons or property that are caused by the actions or inactions of Licensor, its employees, contractors and/or agents.

15. INSURANCE:

Licensee shall be responsible to obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensor, Licensee and the ARTIST, which insures all operations, services, facilities utilized in the fulfillment of this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (Five Million Dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury liability, and coverage for all acts and omissions of any patrons, agents or performers and any contractors or sub-contractors retained by Licensee.

Licensee and Artist shall also obtain, at their own cost and expense, Workers Compensation insurance for any obligations that they may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The Licensor will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of

subrogation against the Licensee and Artist. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default or negligence of the Licensee, Artist or their agents, contractors or patrons, the Licensee will pay to Licensor and Licensor shall have the right to deduct, out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. The withholding of such ticket sale receipts shall not exceed the amount of the deductible under any Third Party Property Damage Liability insurance maintained by Licensee or Artist, if any, or, if neither Licensee or Artist, maintains Third Party Property Damage Liability insurance, then and in such event, the Licensor may withhold from ticket receipts to an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the Licensor. Licensee may or may not insure this obligation for damage to Licensor's premises which is not covered by Licensor's insurance policy as it see fit.

Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of Licensee or by or with the consent of Licensee's employees or any person acting for or on behalf of said Licensee.

Certificates of all such insurance shall be provided 10 days prior to the Event to the Licensor. The policies shall also provide, and the Certificate shall so note, that the coverage may not be canceled or any major change in coverage by implemented without at least 30 days prior written notice given to the Licensor.

16. LICENSOR TO CONTRACT:

Licensor and Licensee each represent that it has the power to enter into this Agreement and to grant or receive, as the case may be, the license herein granted, that the consent of no other person or entity (governmental or otherwise) is required in connection therewith, and that this Agreement constitutes a valid and binding obligation of Licensor or Licensee, enforceable against it in accordance with the terms hereof.

17. FORCE MAJEURE:

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty, act of terrorism, Artist illness, injury, death or that of any members of Artist's immediate family or other unforeseen occurrence or any other cause beyond the control of either party or which the parties are unable to avoid by exercise of due diligence, neither party shall have any obligation or liability whatsoever to the other as a result thereof, provided that Licensee shall reimburse Licensor for out of pocket expenses in connection with the event and this agreement shall terminate. If the event is rescheduled for any reason, Licensee shall only be responsible for the License Fee and expenses for the new date and Licensor's out of pocket expenses for the cancelled date.

18. DEFAULT:

Licensee further covenants that, if any default is made in the payment of the License Fee or in the advance payment of Event expense or any part thereof at the times above specified, or if any default is made in any covenant or agreement herein contained, this permit and the relationship of the parties, at the option of the Licensor, shall cease and terminate and the

relationship of the parties shall be the same in all respects as if said term had fully expired and the said Licensor may re-enter the premises and hold the same, remove all personnel therefrom and resort to any legal proceedings to obtain such possession and the said Licensee shall, notwithstanding such re-entry, pay the amount specified in paragraph 19 below provided the Licensor shall first give Licensee written notice and a reasonable opportunity to cure the breach. In case suit or action is instituted by Licensor to enforce compliance with the agreement Licensor shall be entitled to the costs of the suit and reasonable attorney's fees.

19. CANCELLATION OF EVENTS BY LICENSEE:

In the event a confirmed concert is voluntarily canceled by the Licensee, Licensee shall be liable to pay Licensor 50% of the License Fee for such concert plus incurred expenses for which Licensee is responsible pursuant to the terms hereof. In the event of cancellation of the Event both parties will use their best efforts to reschedule.

20. NO AGENCY OR JOINT VENTURE:

This Agreement shall not be deemed or construed to create any agency relationship or joint venture between Licensor and Licensee. Licensee will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without Licensor's prior written approval, subject to paragraph 35 of the venue rider.

21. CREDENTIALS

The Licensor, its officers, directors, servants, selected employees and selected concessionaires shall, pursuant to Paragraph 2 hereof, have access to the premise upon presentation of the authorized event credentials to be supplied and defined by the Licensee in consultation with the Artist. Such credentials are to be appropriately displayed. The distribution of such credentials to the Licensor, its officers, directors, servants, selected employees and selected concessionaires shall be performed by the Stadium/Arena manager of the Licensor with the mutual consent of the Licensee. Licensee shall provide Licensor with an adequate number of backstage passes for key working personnel.

22. LICENSEE PROPERTY

Licensor will accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless Licensor for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. Licensee further indemnifies Licensor from any claims or costs related to claims from any third party for loss or damage to property on the premises of Licensor during the time covered by this Agreement. Licensor assumes no responsibility whatsoever for any property placed in said building and Licensor is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage or persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this Agreement, and watchmen or other protective service desired by Licensee must be arranged by specific agreement with the Licensor. In the event that Licensee shall leave any property on the premises after the termination of the engagement contracted for herein, Licensor may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

23. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by Licensor.

24. DEFACEMENT OF BUILDING

Licensee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of Licensee or by the Licensee's agent, employees, patrons or any person or persons admitted to said premises by said Licensee, the Licensee will pay to Licensor out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of Licensee or by or with the consent of Licensee's employees or any person acting for or on behalf of said Licensee and Licensor agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the Licensor.

25. SIGNS AND POSTERS

Subject to paragraph 4 of the Venue Rider, Licensee will not post or allow to be posted any signs, cards, or posters except upon such display areas as Licensor may provide. Use of such areas is a non-exclusive right. All material is subject to approval by Licensor.

26. ADVERTISING

Licensee agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of Licensor are the exclusive property of Licensor and all receipts therefrom shall accrue to Licensor. Licensor will provide reasonable space for event sponsors in accordance with paragraph 4 of the venue rider.

27. OBJECTIONABLE PERSONS

Licensor reserves the right to eject or cause to be ejected from the premises any objectionable person or persons.

28. OPENING HOURS

Licensor agrees to open doors for the Event at 5:30 p.m.

29. REFUND OF TICKET REVENUE

Licensor retains the right to make determination of ticket refunds for cause, in keeping with Licensor policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the reasonable opinion of the Licensor the Licensee has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

30. ANNOUNCEMENTS

Subject to paragraph 29 of the Venue Rider, Licensor reserves the right to make announcements as Licensor may deem necessary at any time in the interest of public safety. Licensee agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

31. LOST ARTICLES

Licensor shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in Licensee's employ shall not collect or interfere with the collection or custody of such articles.

32. NO AMENDMENTS:

No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement. No subsequent oral agreement shall have any validity whatsoever.

33. GOVERNING LAW:

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

34. NOTICES:

Unless otherwise provided herein to the contrary, all notices required under this Agreement shall be deemed to be given when hand-delivered (with a receipt therefor) or mailed by Registered or Certified Mail, and addressed:

As to Licensee: Eric Kert
 Executive Vice President Legal & Business Affairs
 Live Nation UTours (USA), Inc.
 9348 Civic Center Drive, 4th Floor
 Beverly Hills, California 90210

As to Licensor: James R. Minish
 Executive Vice President - Facilities
 Giants Stadium
 50 Route 120
 East Rutherford, NJ 07073

35. EVENT RESCHEDULING:

In consideration of Licensee and U2 moving the previously scheduled Friday, September 25, 2009 U2 show at Giants Stadium to Wednesday, September 23, 2009, the parties agree as follows:

1.) Licensor will be liable for the first amount of Claims (as defined below) up to the Cap Amount (as defined below). Any amounts payable by Licensor will either be paid directly to claimants or paid promptly to Licensee in reimbursement of amounts owing to claimants, as deemed appropriate by the parties.

2.) Definitions:

(a) "Claims" means in respect of the originally scheduled September 25, 2009 show: (i) claims for ticket refunds, (ii) cancellation of suite holds or requests, and (iii) any other claims by ticketholders including without limitation for lost expenses such as travel expenses, hotel expenses, etc. The parties shall cooperate with each other and act reasonably in order to defend and/or minimize and/or settle any Claims referred to in (iii). Until the Cap Amount is reached, no such Claims shall be settled without the mutual agreement of both parties. Any out-of-pocket expenses incurred (such as legal expenses) to defend or settle any such Claims shall also constitute Claim amounts.

(b) "Cap Amount" means an amount equal to 10% of the current gross ticket sales of the September 25, 2009 show before rescheduling including commitments for suites. This equals approximately \$7,200,000 for public sales and \$130,000 for suite commitments multiplied by .10 for a rounded up total of \$735,000.

3.) Licensor remains committed to pay for all of its holds for the September 25 show, which will now apply to the September 23, 2009 show.

4.) Licensor will be liable for the above until Licensee's liability for Claims is extinguished, whether by satisfying any Claims or by law, or the Cap Amount is reached.

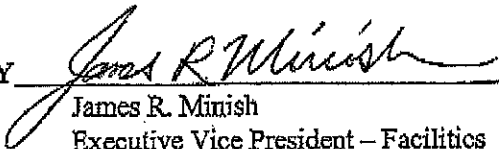
5.) Licensor agrees to reduce the rent for the September 23 show by 50% from \$155,000 to \$77,500.

6.) Licensor and the New York Jets will provide a mutually agreed "thank you" statement for insertion in Licensee's and U2's press release announcing the rescheduling.

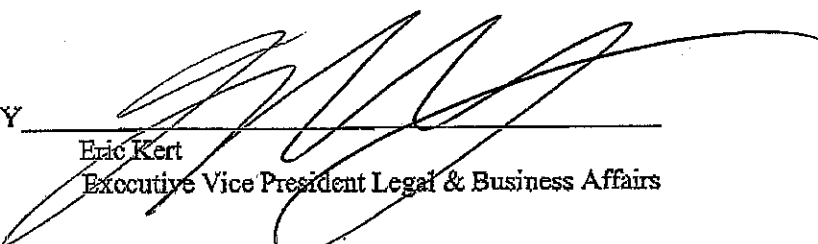
36. CONFIDENTIALITY:

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President - Facilities

LIVE NATION UTOURS (USA), INC.

BY 
Eric Kert
Executive Vice President Legal & Business Affairs

U2 Tour 2009-10 - USA

RIDER TO VENUE AGREEMENT - UNITED STATES

This rider forms an integral part of the agreement (the "Venue Agreement") dated

September 3, 2009 between:

Live Nation U2 Tours (USA), Inc.
hereinafter known as the "Tour Promoter", and

New Jersey Sports and Exposition Authority
hereinafter known as the "Venue", for the use of:

Giants Stadium
Name of Arena, for the staging and live presentation of Concert on:

September 23 & 24, 2009
Show Dates (the "Concert"). The following dates shall be held exclusively for the Concert:

(insert all dates held for Concert). The local promoter will be:

Live Nation - New York
hereinafter known as "Local Promoter".

The following guidelines are intended to ensure a smooth running event and to assist both the Local Promoter and the Venue in the advance organization and preparation for the Concert. The Venue makes all representations, covenants and agreements contained herein in favor of the Tour Promoter and U2 (the "Artist") as an inducement for the Artist to perform the above-noted Concert at the Venue. This Venue Rider is intended to supplement the Venue Agreement, but to the extent of any inconsistencies between the terms of the Venue Agreement and this Venue Rider, the terms of this Venue Rider shall govern. Please contact Tour Promoter at any time regarding the attached or any other matter about which you may be concerned.

1. TOUR PROMOTER STAFF:

The following personnel comprise the contacts for the U2 USA Tour 2009-10 (the "Tour") at Live Nation Global Touring:

<u>TITLE</u>	<u>NAME</u>	<u>NUMBER</u>
President	Arthur Fogel	
Chief Operating Officer	Garry Barad	
EVP - Legal & Business Affairs	Eric Kert	

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Senior VP -- Global Operations	Craig Evans
VP -- Marketing	Susan Rosenberg
Senior Director of Ticketing	Vesna Grujic

On the Road:

U2 Tour Director	Craig Evans
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2. ADVERTISING & PROMOTION:

All advertising and promotional activity for the Concert will be directed by Tour Promoter.

3. VENUE SPONSORSHIPS, SIGNS AND MARQUEE:

There shall be no Local Promoter or Venue promotion or sponsorship programs associated with the Concert. There may be no temporary Local Promoter or Venue advertising signs, banners or displays sold or allowed at the Venue for this Concert unless approved in advance by Tour Promoter. All permanent or other signs within the bowl shall be turned off prior to and for the duration of the Concert, and the Venue shall use its best efforts (subject to contractual requirements) to cover any signs which may be near the stage so as not to imply any sponsorship or endorsement in connection with the Artist or Concert.

4. TOUR SPONSOR:

The following tour sponsor(s) ("Sponsor") shall be accorded the following benefits by the Venue. If the Venue has any questions or will have any difficulty in complying with the following requirements, please contact Craig Evans.

(a) Research in Motion's "BlackBerry" ("Sponsor") is the exclusive presenting sponsor of the Tour and shall be accorded the following benefits:

(i) Sponsor shall be advised of all press conferences and publicity events in respect of the Concert and shall have the opportunity to participate in such events and receive mention as the presenting sponsor of the Tour;

(ii) All advertisements, promotions and public relations efforts relating to the Concert, including those in any media, newspapers, magazines, signs, other print material, paid and trade radio and tv advertisements and paid and trade promotions shall use

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the header "U2 presented by BlackBerry" and use the approved Sponsor/Artist logo, in form supplied by Tour Promoter;

(iii) Subject to reasonable Venue restrictions, Sponsor may run on-site marketing activities, including information & sales booths. The location of booths will be as close as reasonably possible to the auditorium entrance in high-traffic areas, subject to reasonable Venue restrictions. Without limiting the generality of the foregoing, Sponsor has the right to erect on-site marketing and demonstration kiosks, which may, among other things, provide for a BlackBerry merchandise item of limited quantities for Sponsor to give away to customers only at its kiosks;

(iv) Subject to reasonable Venue restrictions, the Venue shall provide spaces within the interior and exterior of the venue where Sponsor signage may be displayed in the following quantities: 10 signs at stadiums including at least 2 banners in the bowl and others in the concourse. All such signage shall be provided at the expense of the Sponsor;

(v) The Venue shall provide a hospitality suite large enough for up to 100 persons for Sponsor's use (at no additional rental charge) for pre and post-Concert hospitality purposes and sound check parties for Sponsor's guest. Such room shall be adjacent to the backstage area if possible. It is understood that the hospitality suite shall be the best accommodations located at the Venue subject to the Artist's/entourage's room requirements and any existing contractual arrangements of the Venue. The Venue shall assist the Local Promoter in providing adequate security for the hospitality suite and subject to existing venue contracts, ~~and any other contracts~~ ~~with the Sponsor~~. If an acceptable hospitality suite cannot be provided by the Venue, Sponsor may erect a tent in a mutually agreeable area at its own expense. All catering must go through ~~the Venue~~ ~~the promoter~~ the Venues exclusive caterer.

(vi) The Promoter shall cause Sponsor to be identified on all tickets printed for the Concert in a form and design acceptable to Sponsor and Company;

(vii) Sponsor shall be entitled to the following ticket privileges for each Concert:

- 1) prime complimentary tickets: up to 20 pairs in approved locations per stadium or arena or as otherwise advised and agreed to by Tour Promoter; and
- 2) right to purchase additional pairs of tickets per Concert for Sponsor usage;

(viii) Sponsor's signage, kiosks and promotional materials at the Venue may include mention of Sponsor's wireless carrier in the Territory, *subject to any conflicts with any Venue exclusive sponsor. Venue acknowledges there is no conflict.*

(b) Tour Promoter will advise the Venue of any other sponsors, media sponsors or "official suppliers" of the Tour or Concert, if any, as soon as same become known. The Venue

Venue acknowledges that there may be promotional items for BlackBerry users distributed. In addition, Tour Promoter may distribute charity-related pamphlets and items to patrons. The foregoing are acceptable as long as they do not pose a safety risk.

The Venue shall have final approval on any Sponsor give aways or promotional items. Arrangements must be involved in any sales.

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agrees to accord such parties such benefits as are requested by Tour Promoter, including those set forth above, subject to reasonable Venue restrictions. *All additional sponsorships will not conflict with any existing Venue exclusive sponsors.*
The above sponsorship details are subject to change upon written notice by Tour Promoter.

5. PUBLICITY:

All press and publicity materials for the Concert and the Tour will be supplied by Tour Promoter. Any local public safety information released to the press should be co-ordinated between the Local Promoter and the Venue with a copy sent to Tour Promoter.

All enquiries regarding media accreditation should be directed to Susan Rosenberg at (416) 960-7620 or fax to (416) 922-3355.

All media credentials will be issued by the Artist/Tour Promoter. No others will be honored.

6. TICKETS:

- (a) The ticket inventory for each Concert shall at all times be controlled by Tour Promoter. No Venue or Local Promoter may hold, release or distribute tickets except at the direction of Tour Promoter.
- (b) Ticket prices for the Concert shall be determined by Tour Promoter. The venue facility fees in addition to the ticket prices are \$3.00 per ticket sold. *See Venue Contract paragraphs 8 & 13 - Ticketmaster will also be entitled to charge a convenience fee.*
- (c) There shall be no complimentary tickets issued for the Concert unless specifically authorized in writing by Tour Promoter.
- (d) Preparation of a ticket manifest shall be done in conjunction with the "The U2 2009-10 Tour Ticketing Information - North America" package which has been or will be forwarded to you by Tour Promoter. Tour Promoter will approve the final details.
- (e) Daily ticket sales counts will be required by Tour Promoter. No ticket count information may be released to anyone other than the Tour Promoter by the Venue unless otherwise notified in writing by the Tour Promoter. All reporting to the industry trades will be done by Tour Promoter. This must be strictly adhered to. In addition, no interviews etc, shall be made to the media without specific permission by Tour Promoter.
- (f) There shall be no tickets pro-pulled from the box office for any purpose unless specifically authorized, in writing, by Tour Promoter.

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(g) There shall be no holdback of club type seats from the public on-sale of the Concert without the prior written permission of the Tour Promoter or except as permitted in the Venue Agreement. The Venue is required to immediately notify the Tour Promoter in writing of any obligations it may have in regard to advance notice or advance sale of tickets for the Concert to its luxury suite or club seat holders. See Venue Contract

paragraph 8, parts (f) & (g)

~~There shall be no holdback of club type seats from the public on-sale of the Concert without the prior written permission of the Tour Promoter or except as permitted in the Venue Agreement. The Venue is required to immediately notify the Tour Promoter in writing of any obligations it may have in regard to advance notice or advance sale of tickets for the Concert to its luxury suite or club seat holders. See Venue Contract paragraph 8, parts (f) & (g)~~

(i) ~~The Venue shall provide the Tour Promoter with access to the Ticket Agent's system for the purposes of viewing and printing the event audit reports. The Venue shall also provide or cause Ticket Agent to provide Tour Promoter access to Ticket Agent's system for the purposes of viewing and printing the event audit reports. Venue shall also provide or cause Ticket Agent to provide Tour Promoter (and at Tour Promoter's written request, Artist, Tour sponsors and/or affiliates of Tour Promoter) access to and use of customer information in respect of tickets sold for the Concert including addresses, phone numbers and e-mail addresses. Where such information is provided to Sponsor, Venue and/or Ticket Agent shall provide such customer information to Sponsor in respect only of tickets sold in connection with Sponsor's pre-sale right as described above. See Venue Agreement Paragraph 8 (a). Ticketmaster~~
and Venue shall be the approved ticketing agent for the Concert.

7. VENUE ADMITTANCE:

Admission to the Venue during the rental period shall be limited to patrons in possession of manifested tickets printed for the Concert, bona fide Venue staff with valid venue issued identification, official Concert Tour staff with proper tour issued identification and local suppliers, staff and sponsor representatives and guests issued with stick-on identification passes by Artist/Tour Promoter.

8. BACKSTAGE ACCESS:

There shall be no backstage access allowed without stick-on passes issued by Artist/Tour Promoter. All Venue requests for backstage passes should be submitted to Tour Promoter by 2:00 pm on the day prior to each Concert.

9. BUDGET:

Where applicable, all Venues are requested to provide estimates of their reimbursable expenses based on the information provided by Tour Promoter and the Local Promoter. For staffing purposes, please budget the Concert assuming doors are opened 120 minutes prior to the scheduled start times and that the Concert will be approximately 3.5 hours in length (with one intermission and one (1) opening act) in the case of stadium shows.

See venue contract paragraph 3.8

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Please forward these budgets by fax to Live Nation Global Touring, Attn: Gerry Barad at Fax No: (416) 922-3355.

10. SETTLEMENT:

Box office settlements will be conducted on the night of each Concert. A complete revenue and expense settlement also will be conducted on the night of the last show. Please have original invoices with backup where necessary, ready prior to the agreed time of settlement. Venue shall provide Tour Promoter with a certified box office statement on settlement and Tour Promoter shall be entitled to have a representative in the box office at all times who may review and take extracts of box office records relating to the Concert.

11. NO REBATES/MARK-UPS:

The Venue hereby warrants that it will not make any rebate payments to the Local Promoter, any supplier, or individual involved in providing goods or services in respect of the Concert which are charged to the Artist/Tour Promoter. The Venue agrees to disclose to Tour Promoter any agreements it has with the Local Promoter which entitles the Local Promoter to any rebates or volume discounts in respect of rent or other amounts payable to the Venue (including annual or multi-year or show agreements) or any revenues related to the Concert (such as from parking or concessions). The Venue shall not charge any mark-up, administration or overhead fee on any third-party expenses charged to either the Tour Promoter or the Local Promoter.

12. SIGHT LINES:

The sight lines for each Concert will be determined by representatives from both Artist and Tour Promoter in consultation with the Venue. There may be no changes made to these sight lines except at the direction of Tour Promoter and the Venue General Manager.

13. TROUBLE/RELOCATION SEATS:

It is recommended that seats be withheld from sale on the floor and in the stands on both sides of the Venue to allow for unforeseen seating difficulties. The location and number of such seats will be determined in consultation with Tour Promoter prior to ticket on-sale. Once determined and held, those seats may not be released for sale except at the direction of Tour Promoter.

14. PUBLIC TRANSIT:

Each Venue is asked to co-ordinate with the Local Promoter to ensure that local transit authorities have been advised of the planned start and finish times of the Concert. If the Venue has any specific concerns or requirements of the Artist/Tour Promoter please provide details in writing.

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15. DOOR OPENING:

Doors may only be opened in consultation with the designated or Tour Promoter representative.

16. TURNSTILES & DROP BOXES:

Turnstiles must be used at all patron admittance gates, press gates and entrances to luxury suites and club seats. Venue will ensure that the Tour Security Director is able to take opening and closing turnstile numbers at the same time that the Venue does. Drop Boxes must also be used at each entrance location. If a drop count is required on the night of the performance, the Venue will be advised as early as possible to organize the necessary staff and room. *It is understood that the Venue uses ticket scanning equipment and all drop counts are recorded electronically.*

17. PERMITS:

It is the responsibility of the Venue to notify the Local Promoter and Tour Promoter as soon as possible of all permits necessary for the staging of the Concert.

18. TAX REMITTANCES:

If the Venue is responsible for remitting any taxes which are deducted from Gross Box Office Receipts, then a copy of the remittance together with a cancelled cheque must be provided to Tour Promoter upon request.

19. TRANSPORTATION PACKAGES:

Tour Promoter may contract with a third party or parties for the sale of ticket & travel packages to the Concert. The Venue hereby agrees not to participate in any travel package venture for the Concert nor to provide tickets to third parties wishing to do so.

20. VIP SUITES/SKYBOXES:

The revenue from any private box or suite seats shall be allocated as provided in the Venue Agreement, provided that in any event the revenue from any tickets sold specifically for the Concert, such as "overflow" or standing room suite seats (as opposed to tickets included in the suite license) shall be included in Gross Box Office Receipts. In any event all suites and boxes must be manifested for the purpose of verification of drop count audit on the night of engagement.

The Artist requests that the Venue make available to it two private suites for the Concert.

21. PRESS BOX:

~~_____~~

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Tour Promoter shall have the first right of refusal over the use of all press box and lounge facilities for the Concert.

22. FLOOR SEATING PLAN:

The Venue is requested to secure all necessary approvals for the reserved seating plan on the floor. Written confirmation of such approval should be forwarded to Tour Promoter upon receipt.

23. VIP/CORPORATE PARTIES:

Tour Promoter has the exclusive right to organize hospitality functions (ie VIP Parties) in connection with the Concert and the Venue agrees not to allow third parties use of any of its function rooms for this purpose, nor to engage in organizing VIP functions on its own behalf. Accordingly, all appropriate function and banquet rooms, etc that are owned or controlled by the Venue shall be reserved for the exclusive use of the Tour Promoter unless otherwise agreed in writing. *The Venue will sell VIP packages and will earn a 10% commission on the gross (less the cost of tickets) only on those VIP packages*

The Venue's catering company shall supply all food and beverages for any VIP or corporate *venue* functions that are held in conjunction with the Concert at the Venue. *has sold.*

24. CAMERAS/TAPE RECORDERS:

It is the policy for the Tour that no cameras or recording devices of any kind be admitted to the Venue. The Venue should discuss its own policy for a check system or other method of dealing with patrons who are refused admittance for this reason, with the Local Promoter and the Tour Security Director.

25. ARTIST RECORDINGS, ETC:

The Artist or its designee shall have the right to photograph, film, videotape, broadcast, webcast, record or otherwise mechanically reproduce the Concert and its related activities on a live and/or delayed basis at the Venue. The Artist or its designee shall own in perpetuity and may exploit the products of all such activities in their discretion throughout the world in all media without further payment or compensation to the Venue; provided that Tour Promoter/Artist shall pay for any additional out-of-pocket expenses related to such activities, including union costs, *this includes stagehands. In exchange, the Artist or its designee shall*

26. NO BOTTLES OR CANS: *Use the words "Live at Globe Stadium" in any film, photograph, videotape, etc.*

It is the policy for the Tour that no bottles, cans, chairs, weapons, projectiles or other potentially dangerous objects of any kind be admitted to the Venue. A satisfactory method for disposing of such items should also be discussed with the Local Promoter and Tour Security Director. The Venue agrees not to serve refreshments in cans, bottles, glassware or other hard containers.

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27. BEER/WINE/ALCOHOL:

The Venue hereby agrees that for the mutual benefit of the patrons and all parties concerned, there will be no alcoholic beverages sold past the last intermission in this Concert unless agreed by a Tour Promoter representative. ~~Any alcohol sold past the last intermission shall be at the discretion of the Venue and the Tour Promoter will not be liable for damages.~~ or Tour Promoter will not be liable for damages.

28. DOOR TIMES/SUPPORT ACT/INTERMISSION:

Specific times for doors and show finish will be furnished to the Venue in advance of the performance date. It is estimated that there will be one (1) approximately 45 minute intermission between the opening act and the Artist, in the case of stadium shows.

29. ANNOUNCEMENTS/USE OF IN-HOUSE VIDEO SCREEN:

There may be no public address announcements other than those giving notice of services available at the Venue or public safety information or introductions of the Artist without the prior approval of the Tour Promoter. No such announcement may be made less than 30 minutes prior to or during the Artist's performance. The use of any in-house video screens or television monitors for purposes other than the advertisement of services, existing venue advertisements or upcoming events must have the prior approval of the Tour Promoter. Any video display visible within the audience area of the Venue must be turned off at least 30 minutes prior to the Artist's performance and remain off until house lights are turned on at the end of the performance.

The Tour Promoter shall have the use of the Venue's in-house video screens (including scoreboard) and system and television monitors for no additional fee.

30. FEED TO IN-HOUSE VIDEO SYSTEM:

There will be no feed supplied to the Venue's in-house video system unless it can be demonstrated to the satisfaction of the Artist/Tour Promoter that increased revenue will result and that there can be no possibility of recordings being made.

Should the Artist/Tour Promoter agree to provide a feed, the Venue will be required to sign an indemnity making the Venue solely responsible for any damages and costs associated with the exploitation of any illegal recordings that may be made thereof.

31. MERCHANDISE:

(a) Tour Promoter/Signatures ("Merchandiser") has been appointed the exclusive merchandiser for the Tour and shall accordingly have the exclusive right to ~~sell~~ all non-

Consign to the Venue's exclusive merchandiser, Avamark

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food and non-beverage items of whatsoever nature at the Concert, including, without limitation, wearing apparel, posters, stickers, programs, phonograph records and other such items of merchandise, binocular rentals and glow lites.

- (b) Merchandiser will require a product room in a convenient location to afford easy access for one tractor trailer, one bus, and two automobiles, and to enable Merchandiser to distribute merchandise to all stands. The product room should be located in an area segregated from the general public. The dimensions of the product room should be no less than 30 ft by 30 ft with adjacent toilet facilities and proper heat, light and electrical power points.
- (c) If no such product room exists at a particular Venue, Merchandiser will arrange for a 40 ft trailer to be delivered to the Venue no later than 8 a.m. on the day prior to the first performance of the Concert which will be vacated by 9 a.m. on the day following the last performance of the Concert. Merchandiser will liaise with the Venue and Local Promoter to determine the best location to set up the trailer.
- (d) Merchandiser must have exclusive access to the product room no later than 8 a.m. on the day prior to the first performance of the Concert until 9 a.m. on the day following the last performance of the Concert.
- (e) Merchandiser must be able to park its vehicles after load-in and until expiration of the above-noted time period in a secured compound (which should be the same area as the production trucks).
- (f) Where Merchandiser supplies its own vendors, Merchandiser will have its own or Artist distributed front-of-house passes to gain access to the Venue. Merchandiser or Artist Director of Security will supply specimen samples of its passes to the Venue for posting on the nightly pass sheet. These passes will be clearly marked no backstage access.
- (g) The Venue agrees to assist Merchandiser with bootleg prevention on its private property, including obtaining the assistance of local authorities where reasonably possible. Merchandiser will require the Venue to perform a thorough bag check of patrons upon entering the building, to prevent the smuggling of bootleg merchandise into the Venue. Merchandiser's director of security will liaise with the Venue's to coordinate this check. *See attached NISSEA bootleg vending / policy procedures.*
- (h) The Venue will not sell, nor permit to be sold, any item(s) which bear the name likeness or logos of the Artist, without the prior written permission of the Artist/Tour Promoter.

32. PRODUCTION RELATED ISSUES:

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- a) The Venue will provide a clear, unobstructed access path for the installation and removal of all equipment provided by the Artist. The Artist's load-in and load-out will not be held up by Venue deliveries, private vehicles, cleaning equipment or other Venue controlled activities.
- b) The Venue will supply sufficient parking on site for up to 70 tractor-trailers, 12 tour buses and 50 vehicles at no cost to the Artist/Tour Promoter.
- c) Intentionally Deleted.
- d) The Artist/Tour Promoter require a number of rooms for use as dressing rooms, production offices and VIP/Hospitality rooms. The Venue shall ensure that all reasonably available rooms are reserved for use by the Artist/Tour Promoter. The Venue will make available four (4) suitable and appropriately attired (e.g. black pants and white shirts) staff personnel to work as hosts/hostesses in the VIP room for the purposes of, among other things, setting up and working a mobile concessions stand for exclusive use in the VIP party, at such times and locations to be determined by Tour Promoter, and to provide general information relating to the venue. The costs for such personnel shall be considered a show cost which shall be paid by Tour Promoter to Venue on settlement.
- e) The Tour will be providing its own stage, mixer platform and barricades unless otherwise advised. ~~The Tour is responsible for any power at the Venue including power to the stage and lighting. The Venue shall be responsible for the Artist/Tour Promoter's power.~~
- f) ~~The Venue will provide the following: a) a telephone and a fax machine. b) a computer with internet access. c) a printer. d) a scanner. e) a copier. f) a fax machine. g) a printer. h) a scanner. i) a copier. j) a fax machine. k) a printer. l) a scanner. m) a copier. n) a fax machine. o) a printer. p) a scanner. q) a copier. r) a fax machine. s) a printer. t) a scanner. u) a copier. v) a fax machine. w) a printer. x) a scanner. y) a copier. z) a fax machine. aa) a printer. ab) a scanner. ac) a copier. ad) a fax machine. ae) a printer. af) a scanner. ag) a copier. ah) a fax machine. ai) a printer. aj) a scanner. ak) a copier. al) a fax machine. am) a printer. an) a scanner. ao) a copier. ap) a fax machine. aq) a printer. ar) a scanner. as) a copier. at) a fax machine. au) a printer. av) a scanner. aw) a copier. ax) a fax machine. ay) a printer. az) a scanner. ba) a copier. bb) a fax machine. bc) a printer. bd) a scanner. be) a copier. bf) a fax machine. bg) a printer. bh) a 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 IF phones are not included in the house package, in-house phone charges shall be limited to \$150 per phone line ^{plus} long distance charges, for the duration of the rental/license period and not on a per day or other basis. ~~There shall be no charge for the use of the Venue's phone lines. The Venue shall be responsible for the Artist/Tour Promoter's power.~~
 T1 lines are \$250 for installation and \$75 per additional day of service.
- g) The Venue acknowledges that the Artist/Tour Promoter has the right to provide its own tour catering for, at its option, the touring and local crew, Artist and dressing rooms and Artist hospitality. There shall be no buyout fee paid to the house caterer for the use of a tour caterer unless agreed to in writing. *The Artist/Tour Catering must be in the dressing room/backstage area only, otherwise the Venue concessionaire, barback, must be installed.*
- h) The Venue acknowledges that confetti may be used in the Concert without any additional charge.
- i) The Venue will consider in good faith the implementation of certain so-called Green

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U2 World Tour 2009-10 - USA Rider to Venue Agreement

Initiatives which will be provided to Venue by Tour Promoter in due course.

33. BUILDING:

Notwithstanding anything contained in the Venue Agreement, the Venue will be provided in a good state of repair and in compliance with all applicable laws and health, safety and other applicable codes and regulations, and Venue will obtain all building-related permits required to conduct the Concert.

34. CONFIDENTIALITY:

or by law, rule or regulation

The terms of the Venue Agreement including this Rider and any information, including but not limited to, any financial, personal, creative or other information not known to the public that Venue and/or its employees, contractors and/or agents, may receive about the Artist, whether visually, orally or in writing, through any media, are subject to the utmost confidentiality among the parties thereto, and must not be disclosed to any third parties without the prior written consent of the parties thereto and the Artist, except as disclosure may be required to professional advisors, under applicable legislation, or by court order, or for carrying out the purposes of the Venue Agreement. Without limiting the foregoing in any way, Venue shall not, and shall cause its employees, contractors and/or agents to refrain from, recording, distributing or publishing any photographs, audio and/or audiovisual content relating to the Artist, in any way, whatsoever. Breach of this provision could cause the parties and the Artist irreparable harm which may not be subject to compensation with monetary damages.

35. ASSIGNMENT:

Notwithstanding anything contained in the Venue Agreement, Tour Promoter shall be entitled to assign the Venue Agreement and this Rider to an affiliate or a company that can provide the services of the Artist, including Evergreen Concepts, LLC and its designees, provided that Tour Promoter shall remain primarily liable for its obligations under the Venue Agreement. Tour Promoter shall provide written notice of any such assignment to the Venue upon the occurrence of same.

36. ADA:

The Venue shall advise the Tour Promoter of all requirements of the Americans With Disabilities Act ("ADA") that relate to the Venue so as to enable the Tour Promoter to comply with the ADA.

37. DIRECTION RE FUNDS:

The Venue hereby acknowledges the Tour Promoter's interest in all revenues received by the Venue from the sale of tickets in respect of the Concert ("Ticket Revenues"). In that connection,

U2 World Tour 2009-10 - USA Rider to Venue Agreement

the Venue hereby irrevocably agrees that immediately upon settlement of each Concert in accordance with the terms of the Venue Agreement, the Venue will wire all Ticket Revenues, ~~to the Venue's account~~ (except as specified in the Venue Agreement), to the Tour Promoter (to an account to be advised in writing) without deduction, set off or withholding of any kind, except as permitted pursuant to the Venue Agreement with respect to amounts owing to Venue thereafter.

If the Venue has over-withheld any amounts from sums owing to the Tour Promoter under the Venue Agreement, the Venue shall wire any over withheld amount to the above account immediately upon final settlement.

The Venue agrees that until such time as it transfers the Ticket Revenues to the Tour Promoter as provided above, the Venue shall hold the Ticket Revenues ~~to the Venue's account~~ for the benefit of the Tour Promoter, subject to the Venue's rights to same under the Venue Agreement as specified above.

I have read and fully understand the foregoing and hereby agree to be bound by the terms of this contract addendum.

Agreed To And Accepted By:

New Jersey Sports & Exposition Authority
Contracting Party For The Venue

Live Nation UTours (USA), Inc.

By: James R. Minish
Authorized Signatory
James R. Minish

By: [Signature]
Authorized Signatory

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**MEADOWLANDS
SPORTS COMPLEX**

NEW JERSEY SPORTS and EXPOSITION AUTHORITY

INTER-OFFICE MEMORANDUM

NJSEA BOOTLEG VENDING POLICY/PROCEDURES

UNAUTHORIZED VENDING AND DISTRIBUTING PROHIBITED

Except as authorized by the Sports Authority, no person shall enter or remain on the premises of the Meadowlands Complex for the purpose of selling, offering to sell, leasing or distributing any goods, merchandise, literature or services.

ILLEGAL VENDING - Often the sale of souvenir T-Shirts and caps, etc. is an important source of income to our promoters and the acts they represent. Ultimately, of course, the Sports Authority benefits from this business as well. At times, particularly for rock concerts, vendors will "pirate" the name and trademarks of acts and produce shirts and caps which they sell in our parking lots before and after concerts. When the act in question obtains a court issued injunction against this, we will assist in carrying out the court order. We do this by trying to curtail the activities of these unauthorized vendors.

The vendors work the parking lots and only carry 3-5 shirts at a time to minimize their losses if caught. They maintain their main supply of merchandise in a centrally located vehicle trunk or van and may keep a bag of inventory under a parked car.

ENFORCEMENT -

THE EVENT STAFF MEMBER

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-2-

The vending detail will patrol the lots in squads of three (3) or four (4) men. Anyone observed vending bootleg tee shirts or any other bootleg merchandises will be apprehended and taken to either the Stadium or Arena Processing Area. All bootleg merchandise will be confiscated and inventoried. The illegal vendor will be processed, photographed and officially ejected from the premises. If the vendor has been previously ejected he will be turned over to the State Police and he will be charged with trespassing. A file of all known and previously apprehended vendors is maintained in both the Stadium and Arena Security Offices.

In the event the show merchandiser requests plainclothes personnel for this detail, I recommend the hiring of Corporate Loss Prevention Associates. This will greatly assist the N.J.S.E.A. personnel in enforcing the vending policy. In the event the promoter has a Federal Court Injunction banning the sale of merchandise in a two to three mile radius of the venue, these personnel may leave the NUSEA property to pursue the illegal vendors. Telephone numbers for the Corporate Loss personnel may be obtained from either the Arena or Stadium Security Management.

If the merchandiser assigned to the show requests to work with the Event Staff members, he may be issued one of our security radios for communication and if he requests, he may be allowed to ride in one of the security vans.

In addition to the six (6) personnel assigned to the Vending squad, there will be an additional squad of fifteen (15) personnel assigned to the lots as a Lot Patrol or depending on the event as a No Alcohol Squad. Although apprehending bootleg shirt vendors is not their primary responsibility these employees will also assist in enforcing the vending policy.

We also utilize members of our Traffic and Parking Departments to either assist in "spotting" illegal vendors or apprehending them.

The VENDING SQUAD is usually assigned to patrol the lots four (4) hours prior to the event. Usually the squad is reassigned inside the venue around the time the show begins. The Supervisor and Assistant Supervisor and at least one Event Staff member remain outside all evening patrolling the lots. Just prior to "blowoff" the Vending Squad is reassigned to the lots to enforce the vending policies. Additional members of the original Lot Patrol are also reassigned outside at "blowoff" to assist in the enforcement of bootleg vending and other policy violations.

At the end of the night, if the show merchandiser wants to inventory the confiscated contraband, he may come to the Security Office. If he wants to take possession of the confiscated items, they will be turned over to him at the completion of the detail by either a Stadium or Arena Security management person.

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[REDACTED] the building concessionaire. Any additional service hired
is at the show merchandiser's expense.

END OF DOCUMENT

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA
(HEREIN CALLED "FEDERATION")



CREATIVE ARTISTS AGENCY

2000 Avenue of the Stars
Los Angeles, CA 90067
424-288-2000/288-2900 Fax

ELECTRONIC

FOR TRAVELING ENGAGEMENTS AND LOCAL ENGAGEMENTS

Whenever The Term "The Local Union" is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over The Territory In Which The Engagement Covered By This Contract Is To Be Performed.

This Contract for the personal services of musicians on the engagement described below is made this 2nd day of Jun, 2009 between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians

1. Name and Address of Place of Engagement: Giants Stadium - East Rutherford, NJ

Name of Band or Group: BRUCE SPRINGSTEEN AND THE E STREET BAND - Thrill Hill Productions, Inc. c/o BRUCE SPRINGSTEEN AND THE E STREET BAND (13-2852897)

Number of Musicians: (10)

2. Date(s), Showtime: Wed, 30th of September, 2009 @ TBA; Fri, 2nd of October, 2009 @ TBA; Sat, 3rd of October, 2009 @ TBA; Thu, 8th of October, 2009 @ TBA; Fri, 9th of October, 2009 @ TBA

3. Type of Engagement (specify where dance, stage show, banquet, etc): Public Concert

4. Additional Information:

Billing: Artist to receive 100% Headline billing.

Performance Length: Artist to perform one complete show.

Sound and Lights: Purchaser to pay Artist \$60,000 for Artist supplied sound and lights per show.

Support Talent: Artist to perform "An Evening With."

Additional Provisions: The deposit must be received in full in US Dollars less applicable taxes. The deposit must be sent no later than one week prior to the on-sale date. All payments hereunder shall be made to the following account:

Account Name: CAA Client Trust Account
Bank: City National Bank
Address: 400 N. Roxbury Dr., 4th Floor, Beverly Hills, CA 90210
Attention: Mariam Zaklan
Telephone #: 310-888-6186

Outdoor show: In the event of inclement weather, Artist shall have the sole right to determine if weather conditions render any performance impossible, hazardous or unsafe. ~~Artist shall have the sole right to determine if weather conditions render any performance impossible, hazardous or unsafe. Show is rain or shine; Purchaser to provide and pay for a covered stage.~~ The parties agree to reschedule any performances prevented by weather conditions at mutually agreeable times (if possible) and any artist guarantee would pertain to the performances actually rendered.

Merchandise: 7822 with tapes, bottles security exit credit
85/15 CD/DVD
Who Sells: Venue sells

5. COMPENSATION AGREED UPON (Amount and Terms):
\$14,250,400.00 guarantee VS 100% of GBOR after all approved expenses and taxes, whichever is greater

TICKET SCALING: Show Type: Public Concert

P-1	37,351 @	\$98.00	\$3,660,398.00	
P-2	16,977 @	\$65.00	\$1,103,505.00	
P-3	672 @	\$33.00	\$22,176.00	
Show Capacity:	55,000	Show Gross:	\$4,786,079.00	
Total Capacity:	275,000	Total Gross:	\$23,930,395.00	
Total Tax%	7.00%	Tax/Deductions:	(\$1,565,539.80)	
			Net Potential:	\$22,364,855.14

ADDITIONAL PER TICKET CHARGES (for all shows unless otherwise noted)

TYPE	COST	INCL. IN PRICE?	Tax	7%
Facility Fee	\$3.00	no		

6. DEPOSITS/CONTRACTS: \$7,125,200.00 due IMMEDIATELY
Purchaser will make payments as follows: all payments shall be paid by certified check, money order, bank draft, wire transfer, or cash. Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's client trust account on behalf of Producer. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Producer, regardless of payments sent to CAA on behalf of Producer, including but not limited to deposits. CONTRACTS MUST BE RETURNED WITHIN 30 DAYS OF RECEIPT. BALANCE of Guarantee, Plus Percentage Payments, if any, and Sound and lights Payments, if any, to be paid in United States Currency by PURCHASER to ARTIST no later than Prior to Performance, evening of engagement

- 7. Riders Attached Hereto Are Hereby Made a Part Hereof.
- 8. If Artist is Headlining This Engagement: "All Support Talent is Subject to Artist Approval."
- 9. If Artist is Supporting This Engagement: "Artist's Performance is Subject to the Appearance and Approval of the Headliner."

BRUCE SPRINGSTEEN AND THE E STREET BAND - Giants Stadium - East Rutherford, NJ (Buyer: NJ Sports and Exposition Authority - East Rutherford, NJ)

- 10. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission.
- 11. It is expressly understood by the Purchaser and Musician(s) who are parties to this contract that neither the Federation nor the Local Union are party to this contract in any capacity except as expressly provided in 10 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.
- 12. A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating with the musician(s) performing the engagement and the Purchaser.
- 13. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, act of god or any other legitimate conditions beyond their control.

THE FOLLOWING PROVISIONS (SECTION 14) ARE ONLY APPLICABLE TO "LOCAL ENGAGEMENTS" AS DEFINED BY THE FEDERATION:

14. Resolution of controversies or claims: Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be submitted to arbitration under one of the following procedures to be selected by the Purchaser at the time that this contract is signed, by placing his or her initials in the box adjacent to the procedure selected. In the event that neither box is initialed, it will be presumed that the Purchaser has chosen the applicable procedures set forth in "B";

A (American Arbitration Association) Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the Award rendered may be entered in any court having jurisdiction thereof. The cost of the arbitration proceeding, except those cost personally incurred by the parties hereto for the presentation of their own case, shall be shared equally by the Purchaser and the Signatory Musician(s).

B (Local Union) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration by the Executive Board or other body of the Local Union charged with responsibility of settling such controversy or claim. All rulings and awards made by the Local Union in arbitration hereunder may be appealed to the International Executive board of the Federation (herein called "IEB") any party who was a participant therein. Appeals from such proceedings shall be perfected in the manner provided in the Rules of Practice and Procedure if the IEB in effect at the time of such appeal. All rulings and awards made by the Local Union in arbitration which are not appealed to the IEB shall be final and binding upon the Purchaser and participating musician(s).

Any party to an arbitration proceeding before the Local Union or, to an arbitration appeal to the IEB may bring an action to confirm or enforce a final determination and award of the Local Union or, if appealed, of the IEB in the courts of the jurisdiction in which the office of the Local Union is located; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of such court or courts for that purpose.

Names of All Musician(s)	Local #	U.S. Social Security Numbers
Bruce Springsteen	802	
Clarence Clemmons		
Gary Tallent		
Steven Van Zandt		
Max Weinberg		
Danny Federici		
Roy Bittan		
Nils Lofgren		
Patti Scialfa		
Suzie Tyrell		

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written

James R. Minish

~~Buyer~~ - NJ Sports and Exposition Authority - East Rutherford, NJ
 PRINT PURCHASER'S FULL AND CORRECT NAME
 (IF PURCHASER IS CORP., FULL AND CORRECT CORP. NAME)
 x James R. Minish
 SIGNATURE OF PURCHASER (OR AGENT THEREOF)
 NJ Sports and Exposition Authority - East Rutherford, NJ
 Giants Stadium ~~James R. Minish~~
 Meadowlands Sports Complex, 50 Route 120
 STREET ADDRESS
 East Rutherford NJ 07073
 CITY STATE ZIP CODE
 201-460-4374
 Business Phone

SIGNATORY MUSICIAN HOME LOCAL UNION NO
 x Jon Land
 SIGNATURE OF SIGNATORY MUSICIAN
 MUSICIAN'S HOME ADDRESS
 CITY STATE ZIP CODE
 Rob Light 326603
 Booking Agent Agreement No.

Mail To: Matt Bell, NJ Sports and Exposition Authority; ~~Buyer~~ Izod Center, Meadowlands Sports Complex, 50 Route 120, East Rutherford, NJ 07073
 Business phone: 201-460-4374,

BRUCE SPRINGSTEEN AND THE E STREET BAND - Giants Stadium - East Rutherford, NJ (Buyer: NJ Sports and Exposition Authority - East Rutherford, NJ)



ADDITIONAL RIDER TO CONTRACT DATED : 2nd of June, 2009

BY AND BETWEEN BRUCE SPRINGSTEEN AND THE E STREET BAND - Thrill Hill Productions, Inc. t/s/o BRUCE SPRINGSTEEN AND THE E STREET BAND (13-2852897)

(hereinafter referred as PRODUCER), AND NJ Sports and Exposition Authority

(hereinafter referred as PURCHASER) FOR PERFORMANCE (S) AT Giants Stadium

IN East Rutherford, NJ

ON Wed, 30th of September, 2009 @ TBA; Fri, 2nd of October, 2009 @ TBA; Sat, 3rd of October, 2009 @ TBA; Thu, 8th of October, 2009 @ TBA; Fri, 9th of October, 2009 @ TBA

Expenses

VARIABLE EXPENSES:

Total Variable %: .00% Total Variable \$: \$0.00

Table with columns for item, amount, and category. Includes items like Advertising, ASCAP, Barricade, BNF, Box Office Fee, Catering, Chair Rental, Clean-up, Forklift, Furniture, Insurance, License/Permit, Medical, Miscellaneous, Phone, Rent (*), Runners, Security, Security/Police, Set-up, Sound & Lights, Towels, Ushers, Utilities, Other Expenses, Ambulance, Backstage, Box Office Staff, Chair Ties, Cover, Cranes, Fuel, Generators, Golf Carts, Limos, Plywood, Stage, Stagehands, Supervision, Terrazas, Toilets, Trailers, Union Trades, Vans, Wristbands. Total: \$4,551,148.00

If the PURCHASER has other or greater expenses, the contract shall not be affected (except advertising, stagehands or catering, which may increase with written approval of ARTIST's management). If, however, the bona fide aggregate paid bills related to any of the above listed costs shall total less than stated herein, the expenses will be reduced by the difference between the total listed costs above and actual total listed costs as established to the reasonable approval of ARTIST's auditors based on the books, records, and paid bills maintained in connection with the event. It is the responsibility of the PURCHASER to have on hand at the event any and all original paid or unpaid bills needed to document said expenses. Any expenses not so documented will be the PURCHASER's sole responsibility.

ACCEPTED AND AGREED TO BY:

Signature of James R. Minish (Signature of Purchaser)

Signature of Artist (Signature of Artist)

Confidentiality - The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

THRILL HILL PRODUCTIONS TOUR RIDER 2009


The purpose of this rider is to assure the Purchaser, the Artist, and the audience the most professional performance situation possible. Please be aware our tour is visiting many types of venues. Some requirements may need to be adjusted. Please have your technical representative go over this for conversation with our production manager.

For any questions, the following people are your contacts. Please call no matter how minor or insignificant a problem seems.

Management

Jon Landau Management
Jon Landau/ Barbara Carr
158 Rowayton Avenue
Rowayton, CT 06853

Tour Director

George Travis


Production Manager

George Stipanovich

Lead Site Coordinator

Lyle Centola

Booking Agent

Barry Bell - BPB Consultant LLC

Rob Light - CAA

Business Management

Chapman, Bird, Grey & Tessler
Nancy Chapman, Patty DeFrancesco, Teresa Polyak

Tour Accountant

Michael Lorick

Road Managers

Wayne Lebeaux

Fred Girgello,

Any/all revisions made to the Artist's rider are subject to Artist management approval.

Thrill Hill Productions 2009

Working on a Dream

v5

3/31/2009

Security Director

Jerry Fox Jr.

Catering Advance

Zoie Hebler

Public Relations

Shore Fire Media / Marilyn Lavery

Spots and Ad/mats

Bill Young Productions/Steve Bassett

Vendor Contact info

Merchandising

Signatures / Rick Fish
2 Bryant Street, Suite 300
South San Francisco, CA 94105

Lighting

Morpheus Lighting / Paul Weller
4350 Caterpillar Road
Redding, CA 96003

Sound

Audio Analysts / Bert Pare, Albert Leccese
3286 N. El Paso Street
Colorado Springs, CO 80907

Video

Pete's Big TV's/ Peter Daniel
22 Lukens Drive
New Castle, DE 19720

Power

Cat Entertainment Services / Mitch Margolin
1900 W. Artesia Blvd
Compton, CA 90220

This RIDER to be attached and made part of the CONTRACT dated June 2, 2009 between Thrill Hill Productions, Inc. (hereinafter called "ARTIST") and New Jersey Sports & Exposition Authority (hereinafter called "PURCHASER").

The following provisions shall be deemed incorporated in and as part of the attached Contract. Furthermore, no changes shall be allowed without the prior written consent of the ARTIST.

A. **TICKET SALES:** All tickets must be printed BRUCE SPRINGSTEEN and the E STREET BAND. The PURCHASER shall provide a ticket manifest upon the signing of this Contract. The manifest must be produced by a bonded printer and must be confirmed as being correct by a notary public. This manifest should show the number, price and color of all tickets that will be produced for the performance(s). All tickets must be consecutively numbered and in the event of more than one performance in one venue be printed in a different range of color for each performance. If a different price scale is to be used for advance and day of performance sales, then two types of tickets must be used. Each should clearly show the relevant price and furthermore the two types of tickets to be used must be easily distinguishable by use of different colored stock. Each ticket must have the following wording clearly displayed on its face: "No cameras, tape/video recorders/laser pointers are allowed." "Bruce Springsteen and the E-Street Band" should be same font size.

On the date of the performance the PURCHASER must furnish the ARTIST'S Production or Tour Manager with a seating chart of the venue. This chart must show all the positions of unsellable/obstructed vision tickets that have been withdrawn from sale and the positions of any complimentary tickets held.

PURCHASER will present to the ARTIST'S Tour Manager/Accountant at the time of the performance financial settlement(s), all unsold tickets for counting and verification against the venue box office report(s). Gross ticket sales shall be determined by the difference between the numbers of the tickets printed, less any tickets not sold. This is a "no comp" tour except for zero dollar tickets designated otherwise at artist discretion (charitable organizations, etc).

In the event of tickets being sold at a discount for any reason whatsoever, the gross ticket sales will be based on the full face value of the tickets and not the reduced price unless prior written agreement of the ARTIST has been obtained.

A venue box office statement shall be furnished to the ARTIST'S Tour Manager/Accountant not later than two (2) hours after the commencement of the performance(s). The ARTIST'S Tour Manager/Accountant shall have the right to enter the venue box office at any time on the date of the performances(s) to inspect the records that relate to the gross receipts of each performance. Where the gross ticket sales exceed the gross potential ticket sales as stated in the attached contract, the ARTIST shall be entitled to, AT A MINIMUM, COLLECT THE EXCESS GROSS MULTIPLIED BY THE DESIGNATED PERCENTAGE SPLIT PER THIS AGREEMENT. IF NO PERCENTAGE SPLIT HAS BEEN DESIGNATED IN THE DEAL TERMS, ARTIST SHALL COLLECT 100% OF ANY EXCESS.

B. **TICKET HOLDS:** Ticket holds will be discussed before going on sale. There are no comp tickets held for this show. If there are contract agreements with facility or facility sponsor or others, please have a copy of that agreement for tour accountant. Any seating existing but not part of manifest or gross for purchaser contract (i.e.: sky boxes, etc.) should still be in master manifest for tour accountant.

C. TAXATION:**1. General**

Subject to the following provisions of this clause, PURCHASER shall pay, at its sole costs, all taxes, fees, dues, levies, and the like relating to the performance.

2. Withholding Taxes:

PURCHASER agrees to co-operate with ARTIST in the reduction to the extent possible of any so-called withholding tax assessable against artist.

In the event that any withholding is required by local laws to be deducted in respect of sums payable to ARTIST, PURCHASER shall promptly inform ARTIST of the percentage or amount which PURCHASER is required to deduct and the basis for the deduction. PURCHASER shall also inform ARTIST of the name and address of the relevant authority for the purpose of enabling the ARTIST, if it so wishes, to make an application to reduce any such liability or otherwise to challenge the liability with the relevant authority.

PURCHASER shall be entitled to deduct from the sums payable hereunder any sums required to be deducted by PURCHASER on account of withholding tax. Any sums so deducted shall be remitted immediately to the relevant authority or held in an earmarked client trust account until such time as PURCHASER is required to pay such sums to the relevant authority.

PURCHASER shall furnish to ARTIST at the earliest possible opportunity following the performance as is permitted under local law a certificate or receipt in respect of all sums deducted on account of withholding tax. Such certificate or receipt shall be in the form provided for under local law and, where permitted by local law, PURCHASER shall ensure that such certificate or receipt shall be made out in a name nominated by ARTIST or its advisors. An English translation of such certificate or receipt shall be provided by PURCHASER to ARTIST.

3. VAT:

All sums payable to the ARTIST under the Contract are expressed to be exclusive of value added tax or equivalent (if any). In the event that value added tax or equivalent is payable, PURCHASER shall advise ARTIST in advance of the performance in the event that PURCHASER is not entitled, under the legislation and /or regulations governing value added tax or equivalent in the country in which the performance takes place, to account for such tax on behalf of ARTIST. Unless the PURCHASER is not so entitled, PURCHASER shall notify ARTIST of its value added tax registration number (or equivalent). Notwithstanding the foregoing ARTIST shall have the right to charge value added tax (or the equivalent tax), if applicable, in respect of sums payable under this contract

D. METHOD OF PAYMENT: The ARTIST'S fee shall be divided into three (3) parts:

1. Unless otherwise provided in the contract an advance deposit against the guaranteed fee. This amount, to be as detailed in the attached contract, shall be paid to CREATIVE ARTISTS AGENCY or as otherwise directed in the contract not less than thirty (30) days prior to the date of the performance(s).
2. Unless otherwise provided in the contract the balance of the guaranteed fee shall be calculated and paid to the ARTIST'S Tour Manager/Accountant at the time of the financial settlement on the date of the performance(s).
3. Unless otherwise provided in the contract any percentage overage/override or sound and light or bonus payment over and above that of the agreed guaranteed fee and as per the terms of the attached Contract, shall be calculated and paid to the ARTIST'S Tour Manager/Accountant at the time of the financial settlement on the date of the performance(s).

These final payments on the date of the performance(s) shall be made in the form of certified check, banker's draft, wire transfer or cash. The ARTIST'S Tour Manager/Accountant will advise the PURCHASER prior to the date of the performance(s) of the required method(s) of payment(s).

E. SETTLEMENT: The financial settlement of the performance(s) shall take place on the date of performance(s) and shall begin no later than one (1) hour after the commencement of the performance. At this time the PURCHASER will be available together with a representative of the venue. A full review of ticket sales and the final box office accounting will be undertaken under the supervision of the ARTIST'S Tour Manager/Accountant. The PURCHASER will also furnish the ARTIST'S Tour Manager with a full set of duplicates of these items for his records. All expense amounts presented must have backup documentation. If not, the expense cannot be included in the ARTIST'S fee calculations. At this time the performance expenses will be compared with those submitted to the ARTIST'S agent in advance of the performance. Any increase between the estimated and actual figures must be justified to the satisfaction of the ARTIST'S Tour Manager/Accountant at this time.

Any expense item submitted should be net of any commissions, refunds, tax rebates (VAT or equivalent) due to the PURCHASER. The PURCHASER and the ARTIST'S Tour Manager/Accountant have the right to call upon their own representatives in specialized fields such as production, advertising and catering should further justification or explanation be required. All expenses should be costed and itemized in as much detail as possible. Any long-term venue rental agreement, related rates and cut-off conditions must be revealed at this time.

No approval will be given for the withholding of any sums in respect of damages to venue fixtures or fittings. PURCHASER must invoice for any and all damages and provide adequate venue or other documentation attesting to the value claimed. Invoices must be sent to the address below within one month of the date of performance. A copy of the damage-insurance policy should be submitted with the invoice together with the result of the claim first filed with the insurance company for amounts of damage exceeding any deductible or excess. Direct all invoices to Thrill Hill Productions, c/o Chapman, Bird Grey & Tessler, att: Patty DeFrancesco, 1990 Bundy Avenue, Suite 200, Los Angeles, CA 90025.

F. BILLING: The ARTIST shall receive One Hundred Percent (100%) sole exclusive headline billing as "BRUCE SPRINGSTEEN and the E STREET BAND" in all forms of advertising and publicity. All print advertising must utilize the ad mats as furnished by BILL YOUNG PRODUCTIONS. All ADMATS, radio, and TV SHOULD BE ACQUIRED AND PURCHASED directly from BILL YOUNG PRODUCTIONS.

G. OPENING ACTS: There are no opening acts for this show.

H. CAMERAS: No member of the audience shall be allowed to enter the venue with camera equipment. Members of the audience shall be required to hand any such equipment to venue security personnel upon entering the venue in exchange for a receipt. Members of the audience should be able to claim back their equipment upon presentation of their receipt at the time of their exit from the venue. The PURCHASER shall arrange with the venue for these security procedures to be adopted.

I. AUDIO/VISUAL RECORDING/PRESENTATION: No portion of the performance(s) may be recorded, filmed or embodied in any form for the purpose of the reproduction of such performance(s). The PURCHASER agrees that he will prevent any such recording being made without the express written authorization of the ARTIST. A violation of this clause shall furnish absolute grounds for the ARTIST'S refusal to perform thereafter and in this event all costs including, but not limited to the overage/override payments due, shall be borne by the PURCHASER. **IF THERE ARE IN-HOUSE SCREENS OR PROJECTIONS used for commercials before the show they must not have audio. APPROVAL FOR USE MUST BE GIVEN BY TOUR MANAGER BEFORE DOORS OPEN.**

The ARTIST reserves the right to film or record the performance for any purpose. Should such an act require the consent of the venue or its associated labor unions, then the ARTIST'S film or recording production contractor may liaise and negotiate with the venue direct. Extra costs or conditions incurred as a result of such a situation will be dealt with between the venue and the production contractor out of the context of the performance contract and subsequent financial settlement.

J. **MERCHANDISING:** The PURCHASER shall not without the prior written permission of the ARTIST, produce or sell souvenir programs, posters, badges, clothing or any other items that bear the ARTIST'S name(s) or logo. Also, there are to be no glow in the dark type items or roses sold for this performance. The ARTIST'S licensee is SIGNATURES MERCHANDISING. SIGNATURES MERCHANDISING has sole and exclusive right to sell, promote and advertise any and all types of merchandise in the venue on the date of the performance(s). ALL NON EDIBLE CONCESSIONS/MERCHANDISE MUST BE CLEARED THROUGH SONY SIGNATURES MERCHANDISING. This includes binoculars and other "day of show specific" rentals.

The ARTIST'S licensee will liaise direct with the venue as to the conditions. The PURCHASER agrees that he will make the venue aware of this clause and furthermore assist the ARTIST, the ARTIST'S licensee and the venue in prohibiting unauthorized vendors of merchandise bearing the ARTIST'S name and/or logo from operating on and around the property of the venue.

K. **TIMES:** The PURCHASER shall advise the ARTIST'S agent upon or before the issuance of this Rider of the advertised time of the performance and of the time at which the audience will be permitted to enter the venue. These times must be confirmed to the ARTIST'S Tour Manager before the date of the performance(s), together with any applicable curfew requirement and subsequent overrun fines or penalties.

L. **TECHNICAL REPRESENTATION:** The PURCHASER shall ensure that his Technical Representative is present at the venue from the start of the set-up of the ARTIST'S equipment until the end of the tear-down. The ARTIST'S Representative shall be available to assist in liaison between the ARTIST'S Production Staff and the Technical Staff of the venue. This Representative must have a good command of the English language.

N. **INSURANCE:** The PURCHASER shall as a condition of the attached Contract take out adequate public liability and property damage insurance coverage for the performance(s). The ARTIST (Thrill Hill Productions) must be added as a named insured party on such a policy. Liability limit shall not be under Ten (10) Million US Dollars combined single limit for bodily and property damage.

O. **CANCELLATIONS:** In the event of illness, labor union restrictions, strikes or any and all other events beyond the control of the ARTIST, including but not limited to, failure of transportation, the ARTIST shall not be responsible for any costs incurred in the set-up and promotion of the performance(s). In the event the PURCHASER claims the ARTIST has breached this Contract, the limit of any liability for damages chargeable to the ARTIST shall be the minimum guaranteed payment if any provided for in respect of any performance(s) actually rendered hereunder. Provided that substantially all of the musicians can perform, in the event of illness or accident to an individual artist, other than BRUCE SPRINGSTEEN, PURCHASER shall not have the right to cancel this engagement.

In the event that for any reason other than breach by the Producer that the performance will not take place, within ten (10) days, the Artist shall forthwith return to the Purchaser all funds previously advanced.



THRILL HILL PRODUCTIONS TOUR RIDER 2009

Purchaser shall timely and completely provide to ARTIST all of the services, facilities, and materials required by ARTIST, and/or the production companies used by ARTIST that are providing technical support for this performance. This section should go to PURCHASER'S Representative for discussion with Artist Production Manager and Road Manager.

A. PURCHASER'S REPRESENTATIVE

1. Purchaser agrees to furnish a knowledgeable representative, at Purchaser's expense, (Promoter Rep and or Stage Manager is not a show cost). This representative must be capable of making any decision (pertaining to ARTIST'S Engagement) from the time of the arrival of the production equipment through the time of its departure.

2. Purchaser's representative will remain in the immediate backstage area and must be in constant contact with the ARTIST Production Manager. Purchaser's representative shall provide ARTIST with twenty four (24) hour telephone numbers, office, cellular, and residence, fourteen (14) days prior to the date of engagement.

B. RUNNERS/ WARDROBE HELPERS

The Purchaser will provide the ARTIST Production Coordinator with three (3) runners total, unless otherwise requested, at the venue from the start of load-in to the end of load-out to report to the PRODUCTION COORDINATOR. All must have a valid driver's license, a good knowledge of the area, and yellow pages. One runner must have a 15 passenger van with the backseat removed, unless otherwise specified. For European dates, all runners must be bilingual and have a good understanding of the English language. NO WARDROBE / DRESSING ROOM HELPERS will be required.

C. RULES AND REGULATIONS

It is the Purchaser's obligation to inform the ARTIST'S Production Manager of any mandatory union breaks, curfew, fire regulations, minimum light level requirements, maximum sound level limits, or any other unique regulations or peculiarities at least fourteen (14) days prior to the engagement, as subsequent evaluation thereof may place performance in jeopardy.

D. BILINGUAL TRANSLATORS (NON ENGLISH SPEAKING DATES)

The Purchaser shall provide ARTIST with bilingual personnel. These people will be used by the production team, the catering coordinator, and the security coordinator. It would be preferable to have one such person for each group mentioned above. If there is any problem in securing such personnel, the Purchaser should contact the ARTIST'S Production Manager at least three (3) weeks prior to the performance.

E. ACTIVITIES IN PLACE OF ENGAGEMENT

There shall be no scheduled or unscheduled activities at venue from load-in until all crew have showered after load out. This includes, but is not limited to, any type of sporting event, Tours of Building, etc. There are to be no announcements or speeches from stage. All announcements are to be cleared by the Artist's stage manager.

F. SECURITY

G. TRANSPORTATION (Band Party will generally arrive by charter plane)

For budget purposes vehicles should be figured as: airport to hotel; hotel to venue; venue to hotel; hotel to airport. (Note crew may be different hotel)

Upon Arrival and Departure from Airport (Band and Crew) Check with Road Manager

Fred Girello

1. Three (3) American six(6) passenger SUV's, three (3) ten (10) passenger vans with bi-lingual drivers for band party, 1 eight (8) passenger black stretch limousine, and 1 towncar. These vans should have tinted windows and enough room in the rear to store luggage. If necessary to accommodate this request please remove the rear seat.
2. Two (2) forty (40) passenger vans with bi-lingual (for non-English speaking dates) drivers for crew party. Check with production manager to make sure this is needed for your show. For European shows only.
3. Two (2) crew luggage vans, Two (2) for band. There must be room for a tour representative to ride with each vehicle.

Local Ground Transport (Hotel to Venue) Band-check with Road Manager

Fred Girello

1. Three (3) American six(6) passenger SUV's, three (3) ten (10) passenger vans with bi-lingual drivers for band party, 1 eight (8) passenger black stretch limousine, and 1 towncar. These vans should have tinted windows and enough room in the rear to store luggage. If necessary to accommodate this request please remove the rear seat.
2. One (1) SUV as needed, two (2) vans as needed on non show days.

Local Ground Transport to Venue Crew

1. To be advanced when necessary by tour production manager.

H. ACCESS

1. Access to the place of performance for unloading and loading equipment at time specified by tour Production Manager.
2. Access to the stage area of fourteen feet (14') / 4.5 meters height clearance.
3. Complete floor covering for all necessary areas required by the facility.
4. Snow and ice removal equipment and supplies.

I. STORAGE SPACE

Storage space is required for the storage of crates and dollies after load-in. This space should be secured, away from audience traffic, and as close to the backstage area as possible.

J. PARKING*Indoor Shows*

Sufficient space for Twelve (12) fifty three foot (53') tractor trailers.

Outdoor Shows

Sufficient space for Eighteen (18) fifty three foot (53') tractor trailers.

Both Indoor and Outdoor Shows

Six (6) crew coaches with shore power hookup. Any shuttle vans and runner vehicles for a period commencing twelve (12) hours prior to the load-in and four (4) hours after the performance is concluded. It is imperative that these vehicles are not blocked in any manner, and have free access in and out of the parking area at all times.

K. TRAFFIC DEPARTMENT/PERMITS:

If it is necessary to obtain permits or clearance in order to load-in and load-out around the venue, the Purchaser should make all necessary arrangements well in advance of the Engagement.

L. STAGE/ MIXING POSITIONS AND SET UP AREA: : Artist carries his own rolling stage Fifty- six feet (56) / seventeen (17) meters wide and forty Six feet (46) / Fourteen (14) meters. One hundred fifty (150) feet / forty-five (45) meters from the rear wall of the arena floor must be kept clear for the production to load in.

Indoor Front of House Arena Setup mix is no more than 100' (30 m) from Front of stage.

Sound Tour supplied Riser Twelve (12) feet wide / Twelve (12) feet deep / Eight (8) inches high

Lights will require a platform Sixteen (16) feet / five (5) meters wide by twelve (12) feet / four (4) meters deep by two (2) feet / sixty (60) centimeters high. Two (2) Eight Foot (8') tables for lighting desks.

Camera platform Two (2) - Four (4) / 1.2 meters wide / by eight (8) / 2.4 meters deep two feet (2') / sixty (60) centimeters high to go in pit area

Outdoor Front of House:

Control: To be placed by Site Coordinator on first day of set up at One Hundred and Thirty (130) Feet / Thirty Nine point Six (39.6) meters from main stage.

Delay Towers: To be placed by Site Coordinator on first day of Set Up.

M. RIGGING: As attached and discussed with Production Manager and / or Tour Rigger

N. BARRICADE:

INDOORS: Tour carries the Barricade for the Front of the Stage. Secondary Barricade (70 Feet) to be supplied by Promoter to be discussed with Production Manager. Tour will also so need Bike Rack (supplied by Promoter) for around the mix, camera platforms and "Shoots" to get crowd into pit area.

Outdoors: Tour carries enough Barricade to do Front of Stage and Secondary Barricade including Front of Control Platform, Promoter will need to supply barricade to go around delay towers.

O. Internet requirements: To be discussed with Production Manager.

Minimum 1 meg download speed/minimum 256k upload/DHCP assigned or Static IP address (provide to prod mgr. in advance)

Unfiltered outbound access on all ports.

Location to ISDN connection in venue if requested.

P. POWER REQUIREMENTS:

These are European / American power requirements. In cases of shows in other countries the power equivalents of the below will be required. The production requires two (2) completely separate power services. Two (2) services off the same transformer are not acceptable. Production Manager should be made aware of all venue transformer load times, i.e.: air conditioning, concession stands, parking lot lights, etc.

1. **Lighting / America:** Lighting requires two (2) services
 - One (1) - Four hundred (400) amp three (3) phase five (5) wire (120 - 208 v)
 - One (1) - Six hundred (600) amp three (3) phase five (5) wire (120 - 208 v)
 - Plus cold water pipe ground located fifty (50) feet of upstage center

Lighting/Europe: This will cover all the US gear we are carrying, lights, FoH, Monitors, Video and Band gear power.

 - Two (2) - Four Hundred (400) amp three (3) phase five wire (220 / 380 v.)
 - Plus cold water pipe ground located fifty (50) feet of upstage center
2. **Sound / America:**
 - Sound requires one (1) service. One (1) four hundred (400) amp three (3) phase five (5) wire (120 - 208 v.) Or Two (2) services Two (2) Two Hundred (200) amp services One (1) stage Left and One (1) stage right.
 - Plus cold water pipe ground located fifty (50) feet of upstage center

Sound Europe: For European PA

 - Sound requires one (2) service
 - Two (2) - one hundred twenty five (125) amp three (3) phase five wire (220 / 408 v.)
 - Plus cold water pipe ground located fifty (50) feet of upstage center
3. **Air Conditioning:** *Needed only in Late Spring - Early Fall*
 - One (1) one hundred (100) amp three (3) phase five (5) wire (120 - 208 v.)
4. **Video / America:**
 - One (1) two (2) hundred (200) amp three (3) phase five (5) wire (120 - 208 v.)
 - If there is house video its use must be approved by Production Manager.*

Video / Europe: (See Lighting/Europe)

 - If there is house video its use must be approved by Production Manager.*
5. **Buses:**
 - Six (6) busses, one hundred (100) amp single phase within fifty feet (50') of parking area. Whenever possible busses will be in backstage compound.
6. **Disconnection Location:**
 - Adequate fusing, spare fuses, disconnect switches and terminals suitable for attachment of 4/0 cables with lugs will be required at this source.
7. **Voltage:**
 - The voltage shall not vary or fluctuate more than five percent (5%) from 208 volts with balanced electrical loads.
8. **Generators:** Check with ARTIST production manager if a generator is required for power specifications. If needed a 1,000 KVA generator will be for lighting with a 500 KVA for with 400 amp 3/0 220/415 volt backup.
9. **Electrician:** Facility electrician should be present at stage call and throughout the remainder of the performance and until the end of load-out.
10. **Elevators:** If elevators are used for load-in/out. There must be a qualified elevator on call for load-in and on site for load out.

Q. FORKLIFTS

Two forklifts are required at each venue. Fork should have a minimum capacity of five thousand (5,000) pounds and lift to a height of fifteen (15) feet with side shift capability. There must be sufficient fuel to operate this equipment from the start of production load-in until the finish of the load-out.

R. SPOTLIGHTS: Check with Production Manager for your venue.

The Purchaser is to provide Four (4) super troupers follow spots in perfect working order. Colors for super troupers will be supplied by ARTIST. The touring lighting system will include spotlights on the truss. For budget purposes assume ten (10).

S. STAGE AND WORK CALLS: ALL CALLS TO BE VENUE SPECIFIC

The standard stage call will be: (These numbers are for budgetary purposes only.)

INDOORS**Prerigg**

7:00 am

Head Rigger

Stewart

Load In

8:00 am

Three (3) runner(s) Production

One (1) Electrician

Twelve (12) Riggers UP *(to be discussed with Production Manager)*

Six(6) Riggers DN *(to be discussed with Production Manager)*

One (1) Forklift Operator

Twelve (12) stagehand(s)

Four (4) loaders

9:00 am ADD

One (1) Forklift Operator

Thirty (34) stagehand(s) / Set, lights, sound and video

Four (4) loaders

Show Call

(One Half hour before show ticket time)

Eleven (11) Truss spot Operators *(please make sure they are able to climb wire rope ladder)*

Four (4) House spot Operators

One (1) House light person

Four (4) deck Hands

Load-Out time TBA

Twelve (12) Riggers UP *(to be discussed with Production Manager)*

Six (6) Riggers DN *(to be discussed with Production Manager)*

Two (2) Forklift Operators, (3 forks if no loading docks)

Twelve (12) Truck loaders

Fifty-Eight (58) Stage Hands

One (1) Electrician

All house work (spot lights set up, mix riser set up, seat set up and tear down) must be done by a crew separate from the stage crew. If the load-in / load out entails the need of an elevator there should be an elevator mechanic/service person present (not on call) for load out.

Working personnel requirements may fluctuate due to venue schedules and layout, in addition to union structure. Therefore all work and stage calls will be set by ARTIST'S Production Manager in advance with Purchaser's representative.

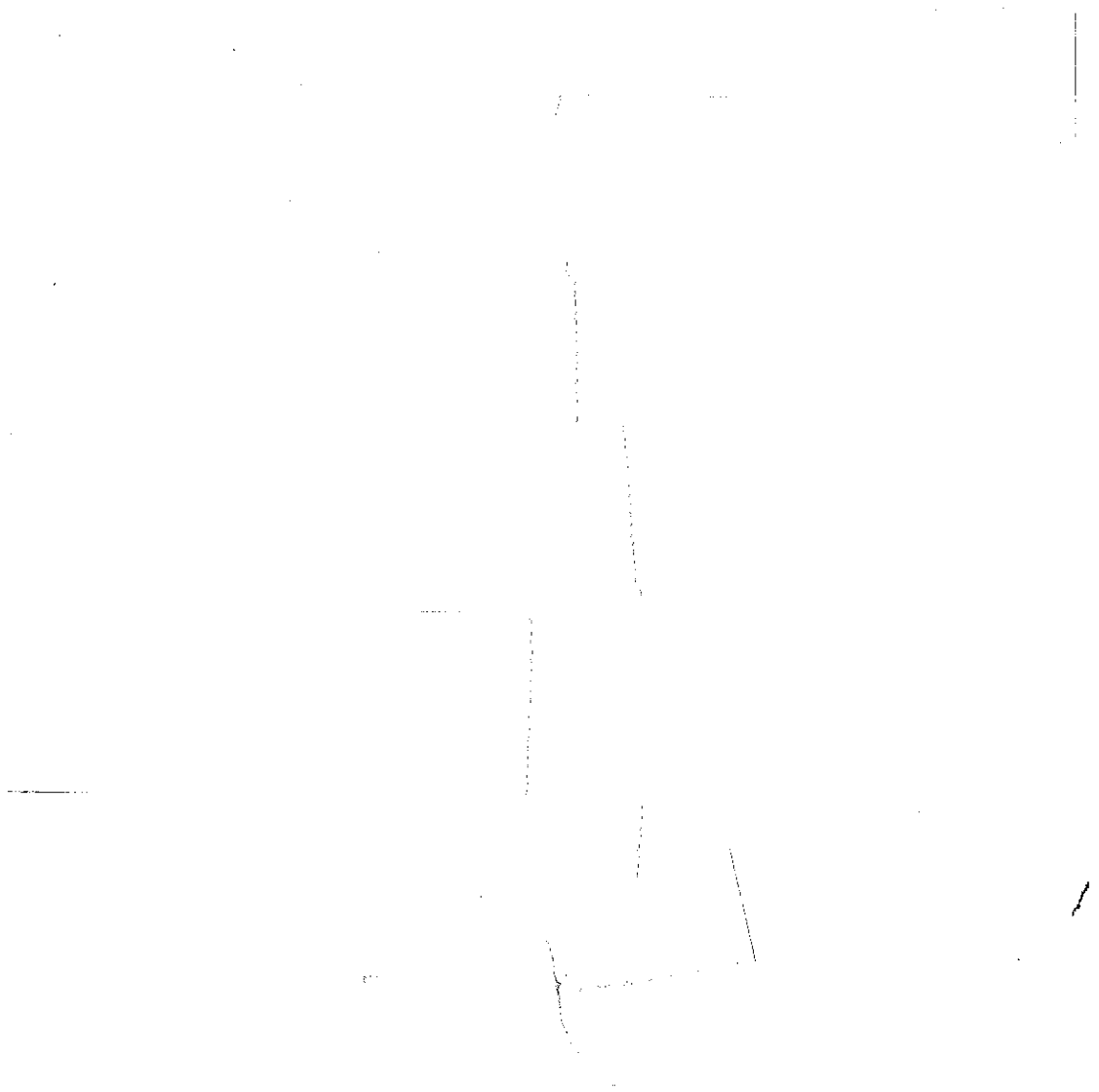
OUTDOORS: This is just a rough guideline for Crew calls as sites are different in every city.

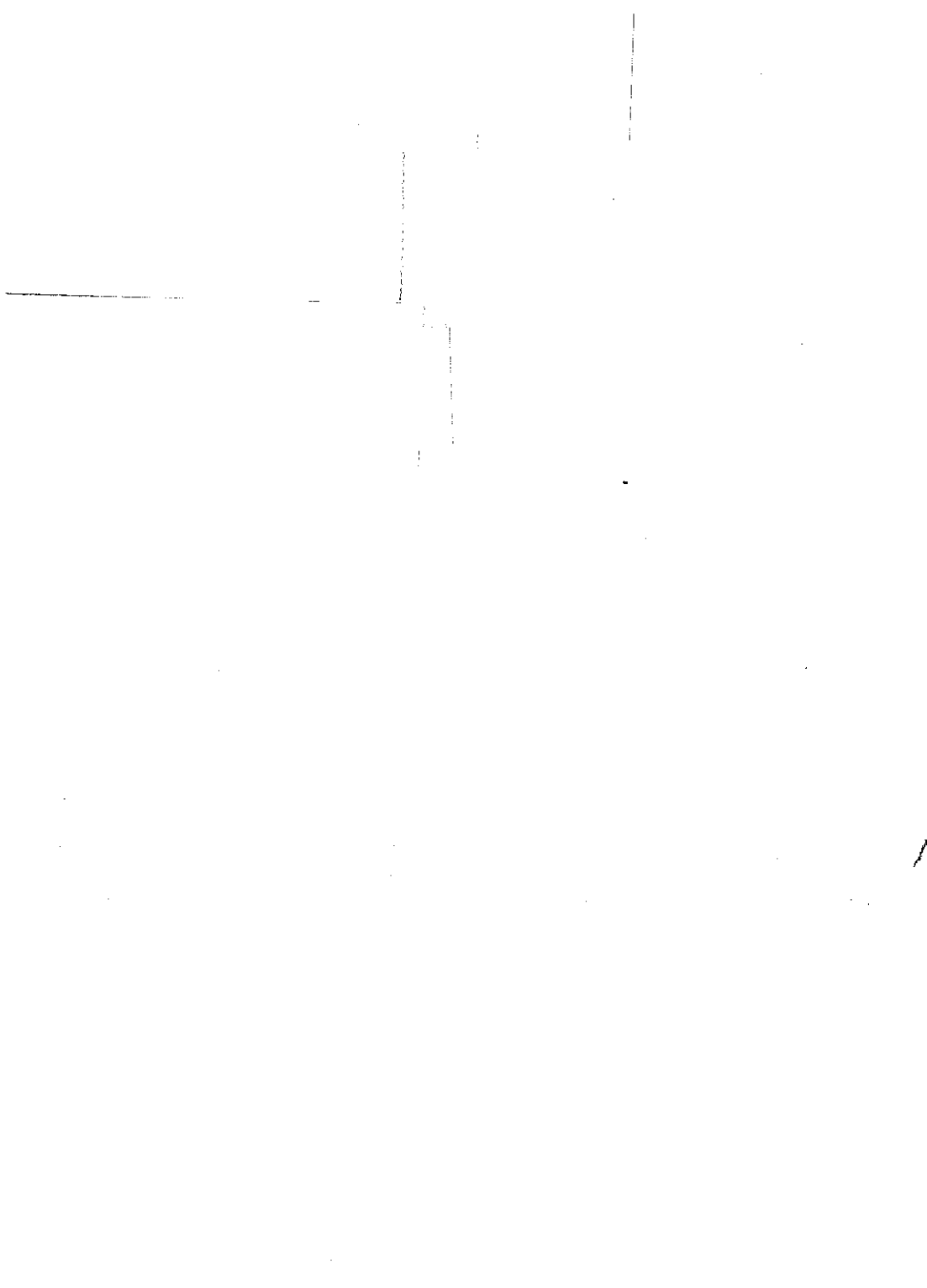
Day ONE:	08:00-12:00		
	Begin Stage	6 Utility 18 Men	4 Forklifts
	Add@ 13:00-20:00	12 Scaffs 10 men 1 Electrician	
Day Two	08:00-20:00		
	Continue Stage	12 Scaffs 18 Hands 6 Utility 1 Electrician	4 Forklifts
Day Three	08:00-20:00		
	Finish Stage	8 Scaffs 8 Hands 6 Utility	2 Forks
	Production In 14:00	54 Hands 8 Riggers 8 Loaders	3 Forks 3 Down Riggers
Day Four	09:00-16:00		
	Production In	24 Hands	2 Forks
	19:00-23:30	<u>(This call is based on a Show time of 19:30, it will be adjusted for actual show start)</u>	
	Show Call	15 Spot Ops (in Europe this will be handled by Tour Bus and Truck Drivers) 6 Utility	
Day Five	23:00-04:00		
	Production Out	80 Hands 8 Riggers 16 Loaders	4 Forks 3 Down Riggers 12 Scaffs (must be Climbers)
	03:00		
	Stage Out	40 Hands Rollover from Production Out 4 Forks From Production out	
	08:00-Finish		
	Stage Out	24 Men (Fresh)	4 Forks (Fresh)

T. PRESHOW BAND/GUEST ACCOMMODATIONS:

U. BACKSTAGE ACCOMMODATIONS:

BACKSTAGE FOOD AND BEVERAGE REQUIREMENTS





CHECK LIST

Artist Tickets
Bus stocking
Catering - 1/2 hour before load-in call
Crew
Curfew
Dinner
Doctor
Dressing Rooms
Electrician
E-Street Lounge
Forklifts
House Lights
Internet
Load-in
Load-out
Lunch Break
Merchandising
Mix Positions
Overnight security
Parking
Passes
Phone lines
Rain protection
Riggers
Runners
Security
Show Call
Sight Lines
Snow and ice removal plans
Sound check
Towels
Working Area cleared until Okayed by Production Manager .



WILLIAM MORRIS ENDEAVOR
Entertainment, Inc.

One William Morris Place
Beverly Hills, CA 90212
USA
Phone: +1 310-859-4486
email: jh@WMEentertainment.com

STAR WARS: IN CONCERT

ANOTHER PLANET TOURING LLC

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 04 Oct 2009 between ANOTHER PLANET TOURING, LLC (hereinafter referred to as "PRODUCER") furnishing the services of STAR WARS: IN CONCERT (hereinafter referred to as "ARTIST") and ~~James R. Minish~~ (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

James R. Minish
New Jersey Sports & Exposition Authority, 50 State Route 120, East Rutherford, NJ 07073

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. ENGAGEMENT VENUE(S):

IZOD CENTER
50 State
Route 120
East Rutherford, NJ 07073
USA

2. DATE(S) OF ENGAGEMENT:

Fri 20 Nov 2009

- a. Number of Shows
- b. Show Schedule(s)

06:00 PM: Doors & Exhibit
07:30 PM: Star Wars: In Concert; (90 min.); plus intermission
TBA: Curfew

3. BILLING (in all forms of advertising):

100% Headline "STAR WARS: IN CONCERT"

4. COMPENSATION:

Zero USD (Zero U.S. Dollars) GUARANTEE

\$0.55

\$5,965

STAR WARS to receive 70% of the NBOR up to \$448,200 NBOR and will receive 90% of the NBOR thereafter. NBOR is defined as GBOR less facility fees, taxes, 14% Star Wars Royalty, convenience fees and approved deductions. The only approved and capped deductions for this engagement are budgeted advertising (\$100,000), insurance (50 cents per head, estimated at \$2,500), and credit cards (not to exceed \$500 at box office only, estimated at \$1,000 per show). Venue to cover all standard venue house expenses in their percent including, but not limited to, staffing, stagehands, and catering (\$9,500 reimbursement).

(capped at \$65,000)

*** It is understood by the parties that the venue facility fee is not subject to the 14% Star Wars Royalty.*

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

*3.1% - Amer
2.21% - Visa/MC*

5. PRODUCTION AND CATERING:

N/A

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation: N/A
- b) Accommodations: N/A

- c) Air freight and excess baggage: N/A
- d) Ground transportation: N/A
- e) Other: N/A

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

* STAR WARS to receive 70% of the NBOR up to \$448,200 NBOR, and will receive 90% of the NBOR thereafter, NBOR is defined as GBOR less facility fees, taxes, 14% Star Wars Royalty, convenience fees, and approved deductions. The only approved and capped deductions for this engagement are budgeted advertising (\$100,000), insurance (~~200~~ cents per head, estimated at ~~2000~~), and credit cards (not to exceed ~~10%~~ at box office only, estimated at \$1,000 per show). Venue to cover all standard venue house expenses in their percent including, but not limited to, staffing, stagehands, and catering (\$9,500 reimbursement). **** It is understood by the parties that the venue facility fee is not subject to the 14% Star Wars royalty.**

3.1% - Amex
2.21% - Visa/MC

*** NBOR = \$723,133 GBOR less \$3.00 facility fee (\$32,532) less taxes (\$45,179.50) less 14% Star Wars royalty (\$90,359.01) less approved expenses (~~50,000~~) = ~~58,222~~
 \$104,965 = \$448,097.49

SW 70% up to \$448,200 = ~~313,668.24~~ \$313,668.24
 SW 90% over \$448,200 = ~~0~~ \$0

Estimated WALKOUT POTENTIAL - ~~313,668.24~~ \$313,668.24

- * The 14% Star Wars Royalty is calculated using the GBOR less only local/city/state/federal taxes and the venue facility fee.
- * Venue is part of the Arena Network group.
- * ARTIST to provide orchestra, choir, talent, full production, and touring exhibit.
- * PURCHASER to reimburse ARTIST \$9,500 for ARTIST provided catering.
- * 90 minute show with a 30 minute intermission.
- * There is a full touring exhibit of film props, art work, and costumes travelling with this show. These artifacts are in rolling cases and are expected to be displayed on building concourses. Please get in touch with Betsy Scott to advance ASAP.
- * Venue to list the following as additionally insured: Another Planet Touring, LLC, Another Planet Entertainment, LLC dba Another Planet and Another Planet Entertainment, APE Marketing, LLC, Lucasfilm, Ltd. and all its related entities, and their respective officers, directors, members, agents, employees, and contractors.

- * Advertising to be settled at net. **** If venue places any ads, a 4.5% outside agency commission shall apply and shall be included as part of the overall event advertising budget.**
- * Please be advised that there will be an AMEX pre-sale on September 23 - October 2, 2009 followed by a venue pre-sale on October 1-2, 2009. Public on-sale will take place on October 3, 2009.

* Please send ticket counts daily to Veronica Sartor

& Mike Rosenfeld

* STARS WARS advance contacts are as follows:

Another Planet Touring, LLC
 Spencer Churchill
 323-666-2477 (office)

Tour Manager
 Ron Doroba
 215-242-3247 (office)

Production
Mikie Weiss
845-658-9038 (office)

Tour Accountant
Karen Ritchie

Exhibit
Ectay Scott

Advertising / Marketing
Danielle Madeira

Advertising / Marketing
Michele Bernstein

Publicity
Tim Choy

* It is understood and agreed that ARTIST will be billed at all times as 100% Headline "STAR WARS: IN CONCERT".

* Ticket header must be printed "STAR WARS: IN CONCERT". No sponsors allowed on the ticket header.

* A complete ARTIST rider may be downloaded via the WME website at www.wmeentertainment.com/star_wars Login: riders Password:

* The ad mat, which MUST be used for all advertising is available from Ashley Green Productions at Bill Young


* All marketing plans must be submitted to Michele Bernstein at WME. These marketing plans must be approved in writing by Michele prior to your on sale.

* Any TV and radio "presents" need written approval of ARTIST or ARTIST's representative. Please email all requests to Michele Bernstein and Danielle Madeira

* There shall be no visible sponsor signage on, around or near the stage, nor shall there be any sponsor signage inside the venue. No implied endorsements or "presents" of any kind. Any exceptions to this must be approved in advance in writing by Michele Bernstein at William Morris Endeavor.

* Promotional and purchaser/venue complimentary tickets (distributed evenly over all price categories) will only be allocated with the prior, written approval of ARTIST or ARTIST's representative. All requests for complimentary tickets shall be in writing and directed to Marc Gaiger at MPG@wmeentertainment.com. Approved comps: ARTIST = TBD; Lucas Film = TBD; Promotional = TBD; Venue = TBD; ARTIST Holds = TBD.

* There are 28 suites in the venue with a total of 466 tickets. These tickets are complimentary.



* All press & photo pass requests must be approved in writing by Tim Chey at DC Publicity and Danielle Madeira

* The show production schedule (including without limitation, load-in, load-out, sound check and all other production call times) shall be subject to PRODUCER's prior written approval and shall be advanced with ARTIST management or its authorized representative not later than one week prior to performance. PURCHASER's failure to comply with this paragraph shall be deemed a material breach of contract and PRODUCER and ARTIST shall have the right to not perform the engagement and shall be entitled to receive the full agreed compensation.

* No audio or video recording, live broadcasts or webcasts without prior written permission from ARTIST's management.

* There shall be no use of ARTIST's name, likeness, logo or otherwise on any merchandise without prior written approval from management.

* Any language that may have been contained in your offer, which is not included in this agreement, shall not be considered part of the contract.

8. **ARTIST RIDER:**

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

9. **CURRENCY AND EXCHANGE RATE:**

N/A

10. **PAYMENT TERMS:**

a. All deposit payments shall be paid via certified or cashier's check, or bank wire as follows:

CITY NATIONAL BANK 400 North Roxbury Drive Beverly Hills, CA 90210	Acct. Name: WME Entertainment, LLC / Acct. No.: ORG: Izod Center / REF: Star Wars: In Concert / Nov 20, 2009
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Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than ~~the last show of the engagement~~ *the next business day following the last show of the engagement.*

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), ~~the next business day~~ *the next business day* following the last show of the Engagement.

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), ~~the next business day~~ *the next business day* following the last show of the Engagement.

the next business day

11. SCALING AND TICKET PRICES:

DATE	REP. TYPE	GROSS PRICE	COMPS	KILLS	SELLABLE	FAC. FEE	PARKING	CHARITY	OTHER	NET PRICE	GROSS POT.
Fri 20 Nov 7:30 PM	5,248 Reserved	\$82.00	0	0	5,248	\$3.00				\$82.00	\$446,080.00
	882 (other)	\$85.00	0	0	882	\$3.00				\$82.00	\$74,970.00
	794 Reserved	\$59.50	0	0	794	\$3.00				\$56.50	\$47,243.00
	3,920 Reserved	\$29.50	0	0	3,920	\$3.00				\$36.50	\$144,840.00
	10,844		0	0	10,844						\$723,133.00

** all capacities and gross potentials are subject to change based on production in formation*

SCALING NOTES:

"other" is P1/P2 flex scaling

** any other flex scaling shall be mutually agreed upon by Purchaser and Producer*

** There is a \$3.00 facility fee on each ticket sold. The venue shall retain all facility fee revenues. The facility fee is not subject to the 14% Star Wars royalty.*

ADJUSTED GROSS POTENTIAL:	\$690,601.00
TAXES - 7%	(\$45,179.50)
NET POTENTIAL:	\$645,421.50

12. EXPENSES:

TYPE	FLAT AMOUNT	% AMOUNT	PER TICKET	MAX AMOUNT	NOTES
Box Office	\$1,500.00				
Catering	\$9,500.00	(capped)			reimbursement
Cleanup	\$4,500.00				
Fireman	\$360.00				
Medical	\$1,200.00				
Other 1	\$8,500.00				Admissions / Dishers / ...
Other 2	\$250.00				Fuel
Other 3	\$250.00				Internet
Other 4	\$2,500.00				Dressing Room Furniture
Other 5	\$15,750.00				Operations/Trades
Other 6	\$500.00				Ambulance & Supplies
Other 7	\$2,650.00				Supervision
Other 8		14.00%			Star Wars Royalty
Phone	\$900.00				\$150 per phone line plus toll calls
Power	\$1,500.00				
Runners	\$1,000.00				
Security	\$16,500.00				
Stagehands	\$65,000.00	(capped)			
Towels	\$600.00				
Transportation	\$1,500.00				
Expense Totals:	\$134,460.00	14.00			

PURCHASER understands that PRODUCER has relied on the above show expenses. PURCHASER agrees to furnish PRODUCER, not later than settlement of the Engagement(s) with a final statement of actual expenses, including certified paid bills, receipts, advertising tear sheets and venue contract. If the final actual expenses total less than the expenses stated herein, then the split figure or total expenses used to determine the percentage of the net, will be reduced by the difference between the total expenses previously submitted by PURCHASER and the total actual expenses. Any increases to the above expenses are subject to PRODUCER's approval.

13. MERCHANDISING:

Venue sells; CD/DVD: 85.00% of proceeds to ARTIST. 85/15 split includes programs.

Venue sells; T-Shirts/Soft: 80.00% of proceeds to ARTIST.

** Any applicable taxes and credit card fees shall come off the top prior to any splits.*

14. VISAS AND WORK PERMITS:

N/A

15. TAXES:

N/A

xx 7% New Jersey State Sales Tax on tickets and applicable merchandise

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By:

James R. Minish

IZOD CENTER
 James R. Minish - Executive VP
 50 State Rte 120
 East Rutherford, NJ 07073
 USA

By:

Karen D. Ritchie

ANOTHER PLANET TOURING LLC
 Karen D. Ritchie

Return all signed contracts to WILLIAM MORRIS ENDORSEMENT ENTERTAINMENT, L.L.C. at the address above; Attention: Bronigan

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.
- (2) In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.
- (3) In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.
- (4) In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.
- (5) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (6) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).

D. PRODUCTION CONTROL

- (1) PRODUCER shall have the sole exclusive creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.
- (2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.
- (3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below), PRODUCER or ARTIST is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement, or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which makes any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) called for herein is prevented by such weather conditions, regardless of which party (PRODUCER, ARTIST or PURCHASER) cancels the Engagement. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party. PRODUCER shall have the sole right to determine in good faith whether any weather conditions shall render the performance(s) impossible, infeasible, hazardous or unsafe.

G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

H. BILLING

- (1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the

control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.

(2) PURCHASER may only use ARTIST's name and pre-approved voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement.

K. PURCHASER DEFAULT

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, public and comprehensive general liability insurance coverage in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any) indemnifying and holding PRODUCER, ARTIST and ARTIST's traveling party and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives, harmless from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to any performance given under this Agreement or arising out of or in connection with this Agreement. The foregoing policies maintained by PURCHASER shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives, and each policy shall contain all appropriate riders and endorsements. PURCHASER will

provide evidence of the existence of the insurance coverage referred to herein by naming PRODUCER, ARTIST, and their respective officers, directors, principals, agents, employees and representatives, as "additional insureds" and providing PRODUCER with originals or copies of certificates of insurance so reflecting and providing that PRODUCER shall be notified in writing by the insurance carrier of any change or modification in the policy, not less than fifteen (15) days prior to the effective date of such change. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder.

(2) Without limiting the generality of the foregoing, PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including, without limitation, reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Endeavor Entertainment, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Endeavor Entertainment, or any of its officers, directors, principals, agents, employees and representatives as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and ARTIST shall control.

P. LIMITATION OF LIABILITY

In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with the Engagement; or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.

Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

(2) This (and any of PRODUCER's riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties.

(3) This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in Los Angeles County in the State of California in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Los Angeles County in the State of California and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.

(4) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(5) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a

waiver.

(6) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

(7) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(8) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

ANOTHER PLANET

T O U R I N G

STAR WARS IN CONCERT

TECHNICAL MANUAL

INDOOR ARENA SHOW
2009

REVISED: August 1, 2009

STAR WARS IN CONCERT TECHNICAL MANUAL

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STAR WARS IN CONCERT TECHNICAL MANUAL - CONTACT LIST

<u>TITLE</u>	<u>NAME & ADDRESS</u>	<u>PHONE/FAX</u>	
PRODUCER	ANOTHER PLANET TOURING 1815 FOURTH STREET SUITE C BERKELEY, CA 94710	(510) 548 3010 (510) 548 3031	(Office) (FAX)
BOOKING AGENT	WILLIAM MORRIS AGENCY ONE WILLIAM, MORRIS PLACE BEVERLY HILLS, CA 90212	(310) 859 4000 (310) 859 4462	(Office) (O Fax)
	CONTACT: MARK GEIGER		

MAIN PRODUCTION CONTACTS:

PRODUCTION MANAGER	MICHAEL WEISS 245 Hardenberg Road Rifton, NY 12471
EXHIBIT MANAGER	BETSY SCOTT 810 Hackberry Court #2510 Omaha, NE 68005

**STAR WARS IN CONCERT
TECHNICAL MANUAL
INDOOR ARENA SHOW
REVISED: August 1, 2009**

A. STAGE:

The production will be carrying its own rolling stage. The size will be sixty-eight (68) feet (20.7 meters) wide, and fifty (50) feet (15.2 meters) deep and four (4) feet (1.2 meters) high.

The upstage corners of the stage will need to be placed twenty (20) feet (6.1 meters) from the upstage wall or if there is an overhang, from the overhang. If the last upstage rigging point is downstage of the wall, seats or overhang, the stage should be placed downstage from the rigging beam.

We will not need a barricade.

First row of seats should be eight (8) feet (2.4 meters) from the downstage edge.

B. FLOOR LEVELING:

A level floor is required. In the situation where there is ice on the arena floor covered by plywood or other ice covering, it is imperative that this covering be as level, smooth and secure as possible. **This level ice floor covering is of the utmost importance to the production and particular attention must be paid to this matter.**

C. RIGGING: SOUND, LIGHTING AND VIDEO: (SEE ATTACHED RIGGING PLOT)

Note: If we have to pre-rig hanging points, we will discuss the crew calls with you for the pre-rigging at the same time we set the regular stage calls.

It is our intention to hang all sound and lighting. The hanging points and weights are indicated on the attached diagram. CM Lodestar chain hoists, or equal, will be utilized for lifting.

Note: We will bring in and use our own lights, sound and video, but this does not limit us from using any venue lights, sound or video we may desire.

D. SOUND & LIGHTING MIXER LOCATIONS AND RISERS:

1. Front of House Sound and Lighting Mixers must be approximately one-hundred (100) feet (30.48 meters) to one-hundred ten (110) feet (33.5 meters) from the downstage edge of the productions stage. The two (2) mixers may be in the same location on arena floor. The exact position will be determined at set-up time. They will occupy a space of sixteen (16) feet (4.9 meters) wide and twenty-six (26) feet (7.9 meters) deep on the main floor.

1a. A shadow of seats should be killed behind the mix to approximately seven (9) feet (2.7 meters) high.

2. The production will need the use of seven (7) house risers.
6 x 4 feet (1.22 meters) wide by 8 feet (2.44 meters) deep and 2 feet (.61 meters) high.
1 x 4 feet (1.22 meters) wide by 8 feet (2.44 meters) deep and 4 feet (1.22 meters) high.
To be placed day of show.

E. FORKLIFT TRUCKS:

Three (3) forklifts are required with pneumatic tires, a minimum lift of 3000 lbs. (1360 kgs.), and a minimum reach of 12 feet (3.7 meters). Forklifts are to be supplied with certified operators. The forklifts and operators shall be available to us for the entire period that we are in the building (from time of move-in until all of our equipment is reloaded on our trucks). Provisions must be made to have extra fuel available for the forklifts, especially after the show when operations personnel may not be available.

It is necessary that the forklifts be allowed full access to any area of the arena floor during the entirety of the load-in and load-out. This includes arenas with permanent basketball floors and other unusual or special flooring situations.

F. POWER REQUIREMENTS:

Ideally, we need to have show power provided on two (2) separate main service transformers, one transformer for the sound and video systems and the second transformer for the other services.

Power connections will be discussed and agreed upon in advance. The list below is our normal power request.

1) Lighting: Four (4) Each, Four Hundred (400) Amps, Three (3) Phase, Five (5) Wire, at 120/208 Volts A.C. 60 Hz. This service may be modified if the venue has a particular restriction on amount of available power. PLEASE CONSULT WITH THE PRODUCTION MANAGER!

2) Sound: One (1) Each, Two Hundred (200) Amps, Three (3) Phase, Five (5) Wire, 120/208 Volts A.C. 60 Hz. Note:

One (1) Each, One Hundred (100) Amps, Three (3) Phase Five (5) Wire, 120/208 Volts A.C. 60 Hz. Note: This service should be in a catwalk or venue ceiling on the opposite end from the stage.

3) Rigging / Stage Power: One (1) Each, Two Hundred (200) Amps, Three (3) Phase, Five (5) Wire, 120/208 Volts A.C. 60 Hz. If Necessary This service may be tied into another of the above listed services. Please consult with our electrician on this.

4) Video: One (1) Each, Four Hundred (400) Amps, Three (3) Phase, Five (5) Wire, 120/208 Volts A.C. 60 Hz.

5) Lasers: One (1) Each, One Hundred (100) Amps, Three (3) Phase, Five (5) Wire, 120/208 Volts A.C. 60 Hz.

All power is needed at the pre-rig/load-in time. Exact timing for connection will be determined in advance.

Note: If the power you are providing is: Three (3) Phase Five (5) Wire, at 220/380 Volts A.C. 50 Hz. Then you will need to split the amps. in half from the above list.

We will also need some transformers.

G. FOLLOW SPOTS:

Two (2) house spots.

We normally run our own headset stations to the spotlight and house light board locations. However, we may wish to use "dry" audio circuits in the building. Our intercom system is made by "Clear-Com".

H. UNION / CREW CALLS:

Exact calls for House Crew, Stagehands, Electricians, and Riggers will be set at the advance meeting and confirmed at least two (2) days in advance of show by our Production Manager. Please forward as soon as possible. An exact breakdown of cost estimates for all labor following the guidelines and schedule discussed during the advance meeting.

TYPICAL ARENA LOAD IN

- 1 Head
- 1 Electrician
- 2 Forklifts
- 8 Loaders
- 14 Up Riggers
- 6 Down Riggers
- 44 Hands

TYPICAL SHOW CALL

- 1 Head
- 1 Electrician
- 1 House Light
- 3 Cable Pagers
- 2 House Spot Operators

TYPICAL ARENA LOAD OUT

- 1 Head
- 1 Electrician
- 3 Forklift
- 12 Loaders
- 12 Up Riggers
- 6 Down Riggers
- 54 Hands

I. ACCESS TO STAGE FRONT FOR LOAD-IN AND LOAD-OUT:

In venues where chairs are not permanently mounted to the floor, the entire floor must be left un-set of chairs until approximately 1:00 PM on the day of show to provide setup working room. Immediately following the performance, an adequately large (approximately 24-28) crew of people must be assigned to take up all the chairs and sweep the floor, so that production crews will have access to a clean, safe working area for load-out. 3/4ths of the floor should be clear of chairs within 30 minutes of the end of the performance!

J. TELEPHONES:

The early assignment of the actual telephone numbers is important. Please spare no effort to ensure that we have them as soon as possible for inclusion in our itineraries.

Telephones and their placement are essential to our show's operation. Please order immediately six (6) temporary or "short duration" service, single private lines, Touch-Tone compatible, to be installed backstage in the Production Offices. (The Local Promoter may request additional lines for their use.) Service should begin at 6:00 AM on the day of our move-in and be disconnected early on the day after our engagement. We bring some of our own telephone instruments. For those instruments we will need Analog RJ-11 jacks.

The lines must be Touch-Tone compatible and must be setup for unrestricted direct dial long distance and international service. "Dial 9" service through a venue phone system is acceptable.

The telephones are to be positioned as follows:

The Production Office:

Two (2) private lines installed. These lines must be set-up to "Hunt" or "Rollover". (If the first line is busy the next will ring.)

One (1) private line for fax use. This line must not be set up to "Hunt" or "Rollover" nor should it have "Call Waiting" service activated.

An extension from the building switchboard is also requested.

The Management Office: One (1) private line installed.

The Accountant's Office: One (1) private line installed.

The Promoters Office: One (1) private line installed.

High Speed Internet Service: If the building has DSL we would like one line in each: production office, management office, accounting office, and the promoters office.

K. PRODUCTION OFFICES:

Four (4) offices are required and assigned as follows:

One (1) Large sized room - for Production Office. This is locker room sized or bigger to service nine (9) people. Six (6) folding tables and six (6) chairs are required. Telephones installed as listed above.

One (1) Medium sized room – for Management. This room should be sized for four people. Please see furniture requirements from the list below (Sec. N). Telephones installed as listed above.

One (1) Small sized room – for Accountants. This room should be sized to service two people at two folding tables or counters. Telephone installed as listed above.

One (1) Medium sized room – for Tour Promoter. This room should be sized for four people. Two (2) folding tables and six (4) chairs are required. Telephones installed as listed above.

L. PRODUCTION RUNNERS, VAN DRIVERS AND ARTIST TRANSPORTATION:

Building and / or Promoter will need to provide the following:

Two (2) to Five (5) runners in twelve passenger vans with the rear seat removed.

One (1) new luxury edition (7) passenger SUV with one (1) responsible driver for the sole use of Touring Party to facilitate airport, hotel and venue transportation for the entire duration of our stay. Vehicle and driver will be under the direction of Tour Manager. The same person must be engaged for the entire engagement and stay in your city. Please, no exceptions.

M. DRESSING ROOMS:

Extra effort in assuring clean and well furnished dressing rooms will measurably contribute to the smoothness and quality of our show.

Eight (8) rooms will be required:

One (1) Small sized room – for the Narrator (4 people)

One (1) Small sized room – for the Conductor (3 people)

One (1) Large sized room - for the Male Orchestra

One (1) Large sized room- for the Female Orchestra

One (1) Large sized room - for the Male Choir

One (1) Large sized room- for the Female Choir

One (1) Medium sized room – for Wardrobe.

One (1) Large sized room - for the Road Crew (24 people) available at 6:00 AM for showers.

N. FURNITURE:

O. LOCKS AND KEYS:

P. CREW TOWELS AND WASHER/DRYER FOR LAUNDERING STAGE TOWELS:

Q. TRUCKS, BUSES, CARS, LIMOS, AND PARKING:

Please arrange parking for the following vehicles from early morning arrival of the day of load in or Show day (3:00 AM), through the show and load-out period. (3:00 AM the morning following load out):

Twelve (12) 53 foot Semi-tractor trailers
Six (6) Tour buses (Sleeper buses)
Three (3) Orchestra / Choir buses (Motor Coaches)
Four (4) to five (5) vans or mini-buses
One (1) Merchandising truck 24 foot.

R. PASSES:

The Show will provide proper identification for Performers, Technicians, Stagehands, Press, etc. each day during the length of the engagement at the venue. The Production Office will issue these passes after 3:00 PM the day of the show. Before that time please provide them with a typed list showing the name and job function of each employee for whom a pass is requested. The number of passes issued is subject to our discretion.

S. CAMERA, VIDEO AND AUDIO TAPE POLICY:

The unauthorized use of cameras, video and audio tape recorders is prohibited by our organization. However, we do realize that some cell phones and digital cameras may be difficult to identify.

Please insure that each audience entrance and the Box Office areas are posted with large, legible signs explaining our policy on "No Cameras, Video or Audio Recorders and Cell Phones must be Turned Off". We also recommend that similar signage be included in the text; on the face of the tickets, in any advertising, and promotional material, as well as at each ticket outlet or point of sale.

T. BUILDING OUTDOOR SIGNAGE:

Please insure that by 4:00 PM on all show days that all building signboards, or other electronic or conventional signage devices on the exterior of the venue, show only titles relating to the Star Wars: A Musical Journey Show.

U. HOUSE VIDEO AND AUDIO ANNOUNCEMENTS:

We may ask to use your in-house video enhancement screens. We further request that no audio announcements be made from 3:00 PM show day, through the end of the show.

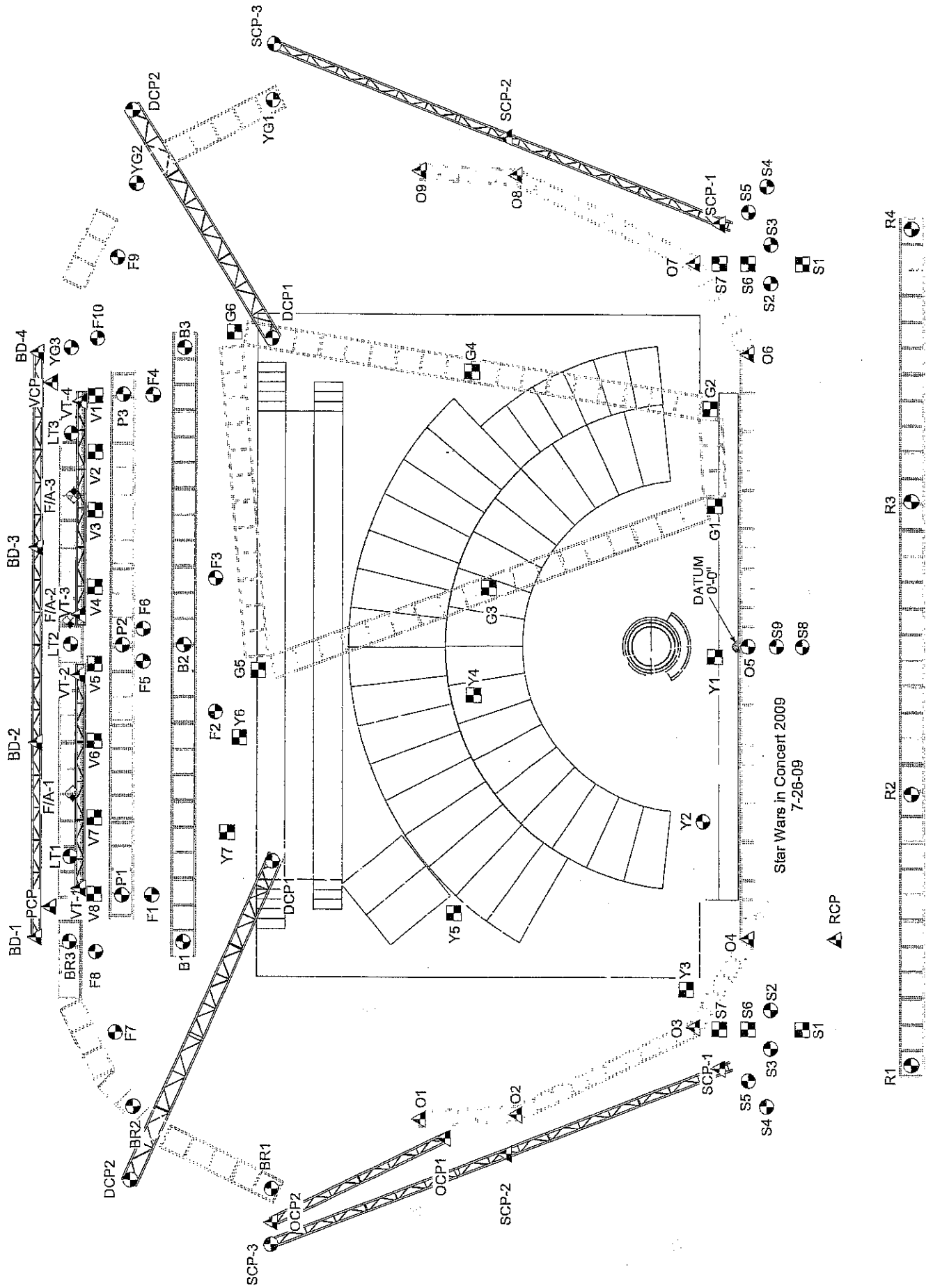
Any legally required "No Smoking" or safety informational announcements will gladly be made through our audio system, upon your request. Your request should be accompanied by typed text of the announcement you wish made.

**STAR WARS TECHNICAL MANUAL - SECURITY APPENDIX
APPENDIX I
SECURITY REQUIREMENTS**

STAR WARS TECHNICAL MANUAL - EXHIBIT APPENDIX
APPENDIX II
EXHIBIT REQUIREMENTS

1. The exhibit will be traveling in two (2) 53-foot semi-tractor trailers.
2. The exhibit consists of eight (8) "environments". Each environment consists of the following:
 - (a) Two (2) pipe and cloth backdrops measuring 14' L x 6.5' H x 3' D
 - (b) 1-3 lighted costume cases (requires power source within close proximity)
 - (c) Three (3) flat panel LCD television screens (requires power source within close proximity)
 - (d) Two (2) blu-ray players (requires power source within close proximity)
3. Ideally, each environment should occupy a space of 30' L x 20' D, but can be condensed or divided based on concourse size.
4. A secure changing facility for 15-20 individuals, including large suitcases, is needed for costumed members of the 501st Garrison and Rebel Legion volunteers. This area should be as close to the front of house as possible and does not need to be a standard dressing room with mirrors or restrooms, only a place where they can change in and out of their costumes and leave their valuables.
6. The exact call for Stagehands will be set in advance and confirmed at least two (2) days in advance of show by our Exhibit Carpenter. Please forward as soon as possible, an exact breakdown of cost estimates for all labor following the guidelines and schedule discussed during the advance meeting. A typical load in /load out will require 6 hands, however we reserve the right to add additional hands if we feel it is necessary to get the exhibit set up in time.
7. We request that complimentary parking be available for members of the 501st Garrison and Rebel Legion volunteers working the exhibit on the day/evening of the show. The exact number will be confirmed in advance of the show, but we expect between 15-20 individuals (we do request that they carpool whenever possible).

Thank you,



SWIC Weights and Measures

				Weight	Weight				Imp
				in	in			Metric	Imp
POINT	SR	CEN	SL	LBS.	KG	MOTOR	Trim	Trim	Hook
									Height
R-1	43'	-18'		432	196	1-T	18.9	62.01	75
R-4		-18'	43'	432	196	1-T	18.9	62.01	75
R-2	15'	-18'		773	351	1-T	18.9	62.01	75
R-3		-18'	15'	773	351	1-T	18.9	62.01	75
RCP	30'	-10'		300	136	1/2T	24	78.74	80
S-1	39' 3"	-6' 8"		2750	1249	2-T	21.5	70.54	80
S-1	39' 3"	-6' 8"		2750	1249	2-T	21.5	70.54	80
S-8	0	-6' 8"	0	1180	536	1-T	21.5	70.54	80
S-9	0	-4'	0	680	309	1-T	21.5	70.54	80
S-3	41'	-3' 4"		930	422	1-T	21.5	70.54	80
S-3		-3' 4"	41'	930	422	1-T	21.5	70.54	80
S-2	37'	-3' 4"		930	422	1-T	21.5	70.54	80
S-2		-3' 4"	37'	930	422	1-T	21.5	70.54	80
S-4	47'	-3'		1980	899	1-T	21.5	70.54	80
S-4		-3'	47'	1980	899	1-T	21.5	70.54	80
S-5	44' 6"	-1'		780	354	1-T	21.5	70.54	80
S-5		-1'	44' 6"	780	354	1-T	21.5	70.54	80
S-6	39' 3"	-1'		1750	795	2-T	21.5	70.54	80
S-6		-1'	39' 3"	1750	795	2-T	21.5	70.54	80
O-4	30'	-1'		533	242	1/2T	18.9	62.01	75
O-6		-1'	30'	533	242	1/2T	18.9	62.01	75
O-5	0	-1'	0	928	421	1-T	18.9	62.01	75
DATUM		0							
SCP-1	43' 4"	2'		607	276	1/2T	21.5	70.54	80
SCP-1		2'	43' 4"	607	276	1/2T	21.5	70.54	80
S-7	39' 3"	2'		1750	795	2-T	21.5	70.54	80
S-7		2'	39' 3"	1750	795	2-T	21.5	70.54	80
G-1		2'	14' 6"	1759	799	2-T	18.6	61.02	75
Y-1	1' 0"	2' 5"		2010	913	2-T	15.8	51.84	75
G-2		3'	24' 6"	1414	642	2-T	18.6	61.02	75
Y-2	18'	3' 8"		1940	881	2-T	15.8	51.84	75
O-3	39'	4' 7"		257	117	1/2T	18.9	62.01	75
O-7		4' 7"	39'	257	117	1/2T	18.9	62.01	75
Y-3	35' 2"	5' 6"		2010	913	2-T	15.8	51.84	75
O-2	48'	23'		457	207	1/2T	18.9	62.01	75
O-8		23'	48'	257	117	1/2T	18.9	62.01	75
SCP-2	52'	24'		707	321	1/2T	21.5	70.54	80
SCP-2		24'	52'	707	321	1/2T	21.5	70.54	80
G-3		26'	6'	1797	816	2-T	16.5	54.13	75

SWIC Weights and Measures

				Weight	Weight				Imp
				in	in			Metric	Imp
POINT	SR	CEN	SL	LBS.	KG	MOTOR	Trim	Trim	Hook
									Height
Y-4	5'	27' 4"		1797	816	2-T	15.1	49.54	75
G-4		27' 4"	28'	1995	906	2-T	16.5	54.13	75
Y-5	27' 5"	29' 5"		1995	906	2-T	15.1	49.54	75
OCP-1	50'	30' 5"		537	244	1/2T	18.9	62.01	75
O-1	48' 5"	33'		737	335	1/2T	18.9	62.01	75
O-9		33'	48' 5"	337	153	1/2T	18.9	62.01	75
SCP-3	61'	48' 5"		1680	763	1-T	21.5	70.54	80
SCP-3		48' 5"	61'	1680	763	1-T	21.5	70.54	80
OCP-2	59'	48' 5"		637	289	1/2T	18.9	62.01	75
BR-1	55' 7"	48' 5"		1080	490	1-T	13.9	45.60	65
YG-1		48' 5"	55' 7"	1080	490	1-T	13.9	45.60	65
DCP-1		48' 5"	31'	780	354	1-T	16	52.49	75
DCP-1	22'	48' 5"		780	354	1-T	16	52.49	75
G-5	2' 6"	50'		2252	1022	2-T	14.13	46.36	65
Back of Stage		50'	34'	0	0			0.00	
Y-6	9' 5"	52'		1759	799	2-T	14.3	46.92	65
G-6		52' 6"	32'	2698	1225	2-T	14.13	46.36	65
Y-7	19' 2"	53'		1414	642	2-T	14.3	46.92	65
F-2	6' 10"	54' 4"		680	309	1-T	13.87	45.50	65
F-3		54' 4"	6' 10"	680	309	1-T	13.87	45.50	65
B-1	30'	57' 7"		664	301	1-T	14.6	47.90	65
B-3		57' 7"	30'	664	301	1-T	14.6	47.90	65
B-2	0	57' 7"	0	913	415	1-T	14.6	47.90	65
F-1	25' 7"	60' 9"		680	309	1-T	12.74	41.80	65
F-4		60' 9"	25' 7"	680	309	1-T	12.74	41.80	65
F-5	1' 8"	61' 8"		680	309	1-T	12.89	42.29	65
F-6		61' 8"	1' 8"	680	309	1-T	12.89	42.29	65
DCP-2	55'	62'		780	354	1-T	16	52.49	65
DCP-2		62'	55'	780	354	1-T	16	52.49	65
BR-2	47' 3"	62' 7"		888	403	1-T	13.9	45.60	65
YG-2		62' 7"	47' 3"	888	403	1-T	13.9	45.60	65
P-1	25' 7"	63' 9"		1469	667	1-T	14.25	46.75	65
P-3		63' 9"	25' 7"	1046	475	1-T	14.25	46.75	65
P-2	0	63' 9"	0	1450	658	1-T	14.25	46.75	65
F-7	39' 8"	64' 3"		930	422	1-T	12.89	42.29	65
F-9		64' 3"	39' 8"	930	422	1-T	12.89	42.29	65
F-8		66' 6"	31' 6"	930	422	1-T	12.89	42.29	65
F-10	31' 6"	66' 6"		930	422	1-T	12.89	42.29	65

SWIC Weights and Measures

				Weight	Weight				Imp	
				in	in			Metric	Imp	Hook
POINT	SR	CEN	SL	LBS.	KG	MOTOR	Trim	Trim	Height	
V-1		66' 6"	25' 7"	1605	729	2-T	12.76	41.86	65	
V-8	25' 7"	66' 6"		2750	1249	2-T	12.76	41.86	65	
V-2		66' 6"	19' 7"	2750	1249	2-T	12.76	41.86	65	
V-7	17' 9"	66' 6"		2750	1249	2-T	12.76	41.86	65	
V-3		66' 6"	13' 9"	2750	1249	2-T	12.76	41.86	65	
V-6	9' 10"	66' 6"		2750	1249	2-T	12.76	41.86	65	
V-4		66' 6"	5' 10"	2750	1249	2-T	12.76	41.86	65	
V-5	1' 11"	66' 6"		2750	1249	2-T	12.76	41.86	65	
VT-1	25	68' 2"		287		1/2T				
VT-4		68' 2"	25'	287		1/2T				
VT-2	3'	68' 2"		287		1/2T				
VT-3		68' 2"	3'	287		1/2T				
BR-3	30' 5"	69' 2"		480	218	1-T	13.9	45.60	65	
YG-3		69' 2"	30' 5"	480	218	1-T	13.9	45.60	65	
F/A-1	15'	69' 2"		0	0		16.5	54.13	50'	
F/A-2	0	69' 2"	0	0	0		16.5	54.13	50'	
F/A-3		69' 2"	15'	0	0		16.5	54.13	50'	
LT-1	21' 8"	69' 2"		714	324	1-T	3.99	13.09	65	
LT-4		69' 2"	21' 8"	714	324	1-T	3.99	13.09	65	
LT-2	10'	69' 2"		1123	510	1-T	3.99	13.09	65	
LT-3		69' 2"	10'	1123	510	1-T	3.99	13.09	65	
PCP	27'	71'		380	173	1/2T	15	49.21	65	
VCP		71'	27'	380	173	1/2T	5	16.40	65	
BD-1	30'	72' 8"		407		1/2T				
BD-4		72' 8"	30'	407		1/2T				
BD-2	10'	72' 8"		407		1/2T				
BD-3		72' 8"	10'	407		1/2T				
Total in Pounds				112695	49903	Total in KGS				
All weights are estimated										
by the lighting, sound and video companies.										
All weights include motor weight										
DELAYS TBD ON DAY OF LOAD IN										
MIKE FARESE										

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Another Planet Entertainment, LLC

Business name, if different from above
Another Planet Touring LLC

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ **D**..... Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
1815 Fourth Street, Suite C

City, state, and ZIP code
Berkeley, California 94710

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
or	
Employer identification number	
20	0107475

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Steve Melkon* Date ▶ *9-18-09*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Bringing the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Michael Graime
Assistant Vice President
Event Operations & College Athletics
(201) 460-4361
Fax: (201) 460-4294
mgraime@njsea.com

July 24, 2008

Mr. Robert Steitz
Senior Associate Athletic Director
VILLANOVA UNIVERSITY
800 Lancaster Avenue
Villanova, PA 19085-1674

Dear Bob:

This is to commit to writing our agreement whereby the Villanova men's basketball team will play the Fordham University men's team at the IZOD Center in the Meadowlands Sports Complex during the 2009-2010 season. The date of the game is to be determined, however efforts are being made to find a mutually convenient date for all three parties on a weekend in December, 2009.

Following are the broad financial terms between the IZOD Center (New Jersey Sports & Exposition Authority) and Villanova:

- Ticket prices will average \$30.
- There will be student-priced tickets at \$15.
- Villanova is guaranteed a minimum of \$50,000.
- Villanova will receive 70% (seventy percent) of ticket revenues above \$180,000 dollars in gross ticket sales.

As an example, if gross tickets of \$210,000 are sold, following would be the computation to learn what Villanova earns:

Villanova guarantee:		\$50,000
Gross ticket sales:	\$210,000	
Equates to after NJ Sales tax (7%):	196,262	
Additional Revenue Threshold:	<u>-180,000</u>	
	16,262	
	x 70%	<u>+11,383</u>
Total Payment to Villanova:		<u>\$61,383</u>

Bob, certainly a date must be finalized and a bona fide contract produced and executed. However, I think for planning purposes and to move forward this memo of understanding will suffice.

Please let me know if any of the above-mentioned information is erroneous or not of your understanding. Let's plan to speak when I return from vacation the week of August 11th. I look forward to continuing to work together to ensure that the Villanova vs. Fordham game at the IZOD Center in the Meadowlands becomes a reality.

Thanks for your cooperation and direction.

Best personal regards.

Sincerely,

A handwritten signature in black ink that reads "Mike". The signature is written in a cursive, slightly slanted style.

Michael Graime

Cc: R. VanDeVeen

AGREEMENT

THIS AGREEMENT OF LICENSE made as of June 15, 2009, by and between the **NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as Licensor), and **VILLANOVA UNIVERSITY**, (hereinafter referred to as Licensee).

WITNESSETH

1. USE OF PREMISES

ARENA Under the terms and conditions hereof, the Licensor grants to Licensee to use and occupy that portion of the IZOD Center (hereinafter "Arena"), for the purpose of presenting the event described in Paragraph 2, below. The areas of use are as follows: The main arena and all seating areas, entries, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences and parking toll plazas, parking lots and roadways typically associated with maximum usage of the Arena. In addition, selected team locker rooms, interview rooms and lounges will be designated by the Licensor from existing locker room areas.

2. DESCRIPTION OF EVENT

**Men's NCAA Basketball Game
Villanova University v. Fordham University
Date – December 19, 2009
Arena Doors Open – 1:00pm
Game Time – 2:00pm**

3. TIME OF USE

The Licensor agrees to have the Arena available to host the Event from 9:00 am on the 19th day of December 2009, and terminating at 5:00 pm on the 19th day of December, 2009, unless otherwise agreed to by the parties. The Authority shall determine, in its sole discretion, if, and at what times the Arena court may be available for the teams to practice.

4. **REVENUE DISTRIBUTION AND EXPENSES**

In consideration for Licensor agreeing to host the Event and Licensee agreeing to play in the Event at the time set forth above, the parties agree to the following:

- Licensee shall receive a guaranteed minimum of \$50,000;
- Licensee shall receive seventy (70%) percent of ticket revenues above \$180,000 in gross ticket sales minus New Jersey sales tax.
- Licensee recognizes that suite tickets are included in the existing Arena Suite License Agreements, and, as such, Licensee is not entitled to receive any revenue whatsoever that is derived from the use of the Arena suites;
- The Parties shall mutually agree on the ticket prices for the game;
- Licensor shall be permitted to sell sponsorships to the game and shall be entitled to retain the revenue from the sale of said sponsorships;
- Licensor shall not be entitled to receive any broadcast revenues from the Event.

5. **PAYMENT OF EXPENSES**

Except as otherwise agreed to in the Agreement, Licensor shall be responsible for all Arena expenses associated with the Event.

6. **ARENA NAME**

The Arena shall at all times be known as the IZOD Center or by such names as designated by the Licensor and shall not otherwise be designated by Licensee in any manner or in any publication, advertising or on any ticket, unless the Licensor first consents, in writing, to such other designation. Licensee shall similarly require that any Licensee agent refer to the Arena by the name so designated in any printed material or broadcast.

7. **SERVICES TO BE PROVIDED BY THE LICENSOR**

a. The Arena will be operated and maintained in good, clean, working order and operating condition by Licensor for Licensee's Event including, but not limited to, all turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights,

machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces.

b. The Event staff necessary to operate the premises for the Event, such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. Licensor retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public.

8. **BOX OFFICE FACILITIES**

a. Licensor shall furnish Licensee a box office statement after the event. Ticket printing, the sale of the house and configuration of the seating shall be arranged through Licensor. **ALL SEATING WILL BE RESERVED.**

b. It is hereby agreed and understood that the Licensor currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the Arena.

c. Licensor will handle over-the-counter advance and day-of-event sales at the Arena ticket office. The Licensor's ticket manager will be responsible for properly depositing all monies, preparing box office statements, and other reports as are necessary and required.

9. **CONCESSIONS**

Licensor, through its concessionaire, shall operate the concessions and retain all revenues derived therefrom. Licensor reserves all rights with respect to the sale of concessions in the Arena and on the site of the entire Sports Complex, including, but not limited to, the sole right to sell or give away refreshments, candies, sandwiches, beverages, and other privileges. Licensee shall not engage in nor undertake the sale of any of the aforesaid or similar articles or privileges either before, during or after the Event or during any intermissions which might be provided during the Event. Licensee may not distribute free samples of food, beverage, or any product without prior written approval of Licensor.

10. **MERCHANDISE**

Licensee shall be entitled to enter into a separate agreement with Licensor's exclusive concessionaire, i.e. Aramark, for the sale to the concessionaire, of items of

merchandise specific to the Event such as T-shirts, sweatshirts, hats, visors, novelties and other like merchandise. Licensor shall designate stand locations for merchandising such items.

11. BROADCAST RIGHTS

Licensee and its opponent shall have all rights for radio and television, internet and any other mutually agreed upon broadcasts of the Event originating from the Arena.

Licensor shall have no responsibility or liability for the radio or television broadcasting (including ad lib remarks of announcers) including but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent it is responsible for the origination of, or the contracting for, such broadcasting, the Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, representatives, agents, and employees from any and all claims, damages, liability, costs and expenses including reasonable attorney's fees arising from a radio or television broadcast, unless the claim or liability results from the negligence or willfulness of the Licensor or its employees or agents.

12. OTHER OBLIGATIONS OF LICENSEE

Licensee shall provide its intercollegiate basketball team for the Event and agrees to have a blended officiating crew from both conferences (A-10 and Big East) to be assigned by A-10 supervisor of officials to work the Event.

13. OTHER OBLIGATIONS OF LICENSOR

a. Licensor will provide at its cost, heating/air conditioning, overhead lighting for ordinary use, use of the public address system, staff supervision, security services, medical personnel and facilities, ambulance service, box office personnel, operations and cleaning staff, press box staff and locker rooms of a kind and quantity generally provided at the Arena for intercollegiate athletic events.

b. Licensor will provide at its cost, a scoreboard operator, a scorekeeper, two clock operators, a statistics computer operator and assistant and a public address announcer.

c. All other services requested by Licensee will be at the expense of Licensee.

14. **PARKING**

Parking will be controlled and operated by Licensor or its designee, which will retain and be entitled to all revenue from said parking. A mutually agreed upon number of complimentary passes will be printed and presented by Licensor to Licensee for use at the Event.

15. **WINNERS CLUB**

Licensor shall operate, in conjunction with the concessionaire, the non-exclusive, Winners Club for the purpose of serving food and beverages. Use of the Winners Club shall be restricted to those persons attending the Event and not as a facility open to the general public. Licensee shall not be permitted to sell memberships to the Winners Club at the Club's entrance prior to or during the Event. Licensor shall have the sole right to determine access to the Winners Club.

The Licensor shall also retain the use and control of the two Franchise Rooms.

16. **ADVERTISING SIGNS AND POSTERS**

All advertising spaces on the premises of Licensor are the exclusive property of Licensor and all receipts therefrom shall accrue to Licensor.

Licensee shall not itself, nor through the Big East Conference, the National Collegiate Athletic Association or any broadcaster with whom Licensee, the Big East Conference, or the National Collegiate Athletic Association has an agreement to broadcast the games, permit the display utilizing electronic or computer technology, of any advertising device, logo or any material pertaining to any advertiser during such broadcasts in such a manner which would make it appear to the viewer of the broadcast that the advertising device, logo or material was in place at the Arena, without the expressed written consent of the Licensor, nor do anything to contribute to the creation of an impression that a relationship exists between any advertiser and Licensor, nor permit the display of any advertising device, logo or material of any advertiser whose product or service is in conflict with that of any advertiser with whom Licensor has a contractual relationship.

17. **INSURANCE**

Licensee shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensee which insures the Licensee's operations contemplated by this Agreement. Such General Liability insurance shall be written with a limit of at least \$1,000,000.00 (one million dollars) Combined Single Limit for Bodily Injury and Property Damage Liability, Personal Injury Liability. There shall be no exclusion or limitation or restriction with respect to claims made by participants. The Licensor shall be included as an additional insured.

A certificate of such insurance shall be provided to the Licensor by the Licensee. The policy shall also provide and the certificate shall so note, that the coverage may not be cancelled or any major change in coverage be implemented without at least thirty (30) days' written notice given to the Licensor.

The Licensee shall also provide Worker's Compensation insurance for any of their employees as required by the Worker's Compensation and Occupational Disease Laws of the State of New Jersey. A certificate of such insurance shall also be provided to the Licensor.

The Licensor represents that it has Comprehensive General Liability insurance for any and all claims arising out of the structure or operations of the Licensor and the Licensor's personnel, agents, servants or representatives. Licensee shall be named as an additional insured under the policy. The Licensor shall provide proof of such insurance to Licensee.

The Licensor shall also insure against and be responsible for and Licensee shall have no liability for claims arising from the operation of vehicular traffic on the licensed premises including the parking lots operated pursuant to Paragraph 14.

The Licensor will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the Licensee. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds during the term of this Agreement, shall be damaged by the act, default, or negligence of Licensee, its agents, contractor or its patrons, the Licensee will pay to the Licensor out of ticket sale receipts, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, and with the exception of the fact that the withholding of such

ticket sales receipts paid to Licensor shall not exceed the amount of the deductible under any Third-Party Property Damage Liability Insurance maintained by Licensee, if any, or, if Licensee does not maintain Third-Party Property Damage Liability insurance, then and in such event, the Licensor may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the Licensor. A certificate of such Third-Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to Licensor on request.

18. **INDEMNIFICATION**

Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensor against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor, of Licensee arising out of the activities conducted by Licensee, its agents, members, or guests. Licensee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

19. **WAIVER OF PERSONAL LIABILITY**

All obligations and liabilities under this Agreement on the part of both parties are solely corporate or partnership liabilities and each party hereby releases each and every officer, agent, director, partner and member of the other party of and from any personal or individual liability under this Agreement, and no officer, agent, director, or member of either party shall at any time or under any circumstances be individually or personally liable under this Agreement or for any action taken hereunder by Licensee or otherwise in connection therewith, or for or on account of any failure on the part of that party hereunder, except with respect to fraud, intentional or willful misconduct, acts constituting a crime, malice, conduct outside the scope of employment or any other acts by an employee for which the Licensor would not be liable under the Tort Claims or Contractual Liability Acts.

20. **PUBLIC SAFETY**

Licensee agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by policy personnel responsible for public safety and with Licensor to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all way of access to public utilities of the premises shall be kept unobstructed by the Licensee and shall not be used for any purpose other than ingress or egress to and from the premises by the Licensee, unless otherwise agreed to by Licensor.

21. **LICENSEE PROPERTY**

Licensor will accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless Licensor for any loss or damage to such property in the receipt, handling, care, or custody of such property at any time. Licensee further indemnifies Licensor from any claims or costs related to claims from any third party for loss or damage to property on the premises of Licensor during the time covered by this Agreement. Licensor assumes no responsibility whatsoever for any property placed in said building and Licensor is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit and all watchmen or other protective service desired by Licensee must be arranged by specific agreement with Licensor. In the event that Licensee shall leave any property on the premises after the termination of the engagement contracted for herein, Licensor may, upon five (5) day's notice to Licensee, at the place specified herein for notice, dispose of said property as it may see fit, whether by selling the same, destroying it or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

22. **COMPLIANCE WITH LAWS AND REGULATIONS**

Licensee agrees that every person connected with Licensee's use of the Arena shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the Licensor for the governance and management of the Arena and, if the attention of Licensee is called to a violation on the part of Licensee, or

any personnel employed by or admitted to said premises by Licensee, Licensee will immediately desist from and correct such violation.

23. DEFACEMENT OF BUILDING

Licensee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building, nor shall make or allow to be made any alteration of any kind therein.

Licensee will not post or allow to be posted any signs, cards, or posters except upon such display area as Licensor may provide. Use of such areas in a non-exclusive right. All material is subject to approval by Licensor.

24. EVENT ADVERTISING

Licensee agrees that all advertising for the Event will be honest and true and will include accurate information of the game time and ticket prices.

25. RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT

The Licensor retains the exclusive right of technical control and crowd management, including in the event that the Licensor deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the Arena or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. Licensee shall have no authority with respect to such crowd management and security.

26. OCCUPANCY INTERRUPTION

In case the Arena or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Licensor impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this Agreement will terminate and Licensee hereby waives any claim for damages or compensation should this Agreement be so terminated. Licensee may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but Licensee assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the Licensor to evacuate the premises because of a bomb threat or for other reasons of

public safety, the Licensee will retain the possession of the premises for sufficient time to complete presentation of its Event without additional charge providing such time does not interfere with another scheduled use of the Arena. If it is not possible to complete presentation of the Event, Licensee hereby waives any claim for damages or compensation from Licensor.

27. **OBJECTIONAL PERSONS**

Licensor reserves the right to eject or cause to be ejected from the premises, any objectionable person or persons and neither Licensor nor any of its officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise by Licensor of such right.

28. **ANNOUNCEMENTS**

Licensor reserves the right to make announcements which would relate to future attractions, institutional advertising and such announcements as Licensor may deem necessary at any time in the interest of public safety.

29. **AGREEMENT TO QUIT PREMISES**

Licensee agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at the commencement date of this Agreement, ordinary wear and use thereof excepted. Failure to quit the premises will make the Licensee liable for additional payment of rent as determined by the Licensor.

30. **LOST ARTICLES**

Licensor shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the leased premises and the Licensee or any person in Licensee's employ shall not collect or interfere with the collection of custody of such articles.

31. **NON-ASSIGNMENT**

Licensee will not assign, transfer, subject or compromise any right, title or interest in this Agreement, without Licensor's prior written approval, which approval may be withheld by the Licensor in its sole discretion.

32. REFUND OF TICKET REVENUE

Licensors retain the right to make determination of ticket refunds for cause, in keeping with Licensor policy or retaining faith with the public.

33. DEFAULT

Licensee further covenants that, if any default is made in any provision(s) of this Agreement, this Agreement and the relationship of the parties at the option of the Licensor shall cease and terminate and the relationships of the parties shall be the same in all respects as if the Agreement had fully expired and the said Licensor may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said Licensee shall notwithstanding such re-entry pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by Licensor to enforce compliance with the Agreement, Licensor shall be entitled to the costs of suit and reasonable attorneys' fees.

34. CIVIL RIGHTS

Licensee agrees not to discriminate against any employee or any applicant for employment because of any reason prohibited by law, and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services, or privileges offered to or enjoyed by the general public.

35. FORCE MAJEURE

If the Event cannot take place, in whole or in part, because of an act of God, national emergency, war, labor dispute, fire casualty or other unforeseen occurrence or any other cause beyond the control of the Licensor or which Licensor is unable to avoid by exercise of due diligence, Licensor shall have no obligation or liability whatsoever to Licensee as a result thereof.

If the Event cannot take place, in whole or in part, because of an Act of God, national emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of Licensee or which Licensee is unable to avoid by the exercise of due diligence, Licensee shall have no obligation or liability whatsoever to Licensor as a result thereof.

36. **SEVERABLE AGREEMENT**

This is a severable agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

37. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the Licensor and the Licensee and no amendments or modifications shall be made to the Agreement, except in writing signed by both the Licensor and the Licensee.

38. **DISCRETIONARY MATTERS**

Any decision affecting any material not herein expressly provided for shall rest solely within the discretion of the Licensor, its President and Chief Executive Officer or its Senior Vice-President, Stadium/Arena.

39. **RELATIONSHIP OF PARTIES**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the Licensee an agent or employee of the Licensor.

40. **NOTICE**

Any notice required or permitted to be given by the provisions hereof shall be conclusively deemed to have been received by a party hereto on the day it is delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or, if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such part at such address:

If to Licensee, at

Robert Steitz
Senior Associate Athletic Director
Villanova University
800 Lancaster Ave
Villanova, PA 19085-1674

If to the Licensor, at

James Minish
Senior Executive Vice President, Facilities
New Jersey Sports and
Exposition Authority
East Rutherford, NJ 07073

with copies to:

Mark Stefanacci, Esq.
Chief Operating Officer
New Jersey Sports and
Exposition Authority
East Rutherford, NJ 07073

41. **CHOICE OF LAW**

This Agreement shall be interpreted according to the laws of the State of New Jersey. Any actions brought in regard to this Agreement must be filed in the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY

By: 

James Minish
Executive Vice President, Facilities

VILLANOVA UNIVERSITY

By: 

Vince Nicastro,
Director of Athletics

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of November, 2009 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as AUTHORITY, and Heartbeat International Foundation, Inc., 4302 Henderson Blvd., Suite 102, Tampa, FL 33629, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA") described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Andrea Bocelli

Date: December 5, 2009

Time: 8:00pm – 11:00pm

Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 5th day of December, 2009 and to the 6th day of December, 2009 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this

permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$40,000 plus stagehands. Once the Gross Tickets Sales reach \$1,750,000 (net of any applicable taxes) plus any advertising cost over \$125,000, the AUTHORITY will receive the next \$20,000, LICENSEE shall receive the next \$50,000, AUTHORITY shall receive the next \$15,000 and LICENSEE shall be entitled to receive any amounts remaining.

It is understood by AUTHORITY and LICENSEE that LICENSEE is a recognized tax-exempt organization under section 501(c)(3) of the Federal Internal Revenue Code and also recognized by the State of New Jersey - Department of Treasury as a tax-exempt organization. Therefore, the New Jersey State Sales Tax on ticket sales shall not apply to ticket sales for LICENSEE'S Event.

LICENSEE agrees to provide to AUTHORITY, a Letter of Direction, which notifies AUTHORITY of the person in charge of the financial decisions, monetary transfers and event coordination for LICENSEE. LICENSEE agrees to provide such Letter of Direction to AUTHORITY by November 20, 2009.

LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY, its employees, its contractors and subcontractors from any claims or costs, including legal fees, which might arise from any disputes resulting from LICENSEE'S tax exempt status. In the event of any dispute due to LICENSEE'S tax-exempt status, LICENSEE shall be responsible for the payment of any fees and/or payments due to any party disputing such claims.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges at box office only, phone charges (\$150 per line plus toll calls), internet service, catering, pyro permits, ASCAP/BMI/SESAC Music License Fees, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the

direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. Authority retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the AUTHORITY all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by the AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the AUTHORITY undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

e. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>Area</u>	<u>Price</u>
VIP	\$353.00

Floor/Lower Tier	\$278.00
Lower Tier	\$198.00
Upper Tier	\$128.00
Upper Tier	\$78.00

The \$3.00 facility fee, which the AUTHORITY will be entitled to retain is included in the ticket prices above. Notwithstanding the foregoing, the facility fee shall be split 2/3 to the AUTHORITY and 1/3 to LICENSEE after deducting any applicable taxes and fees.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

The AUTHORITY has the right to hold an additional (TBD) seats for suite relocation for obstructed view suites due to production in sections 109, 110, 120 & 121. (TBD) of these seats are complimentary. The remaining seats are an option to buy for the suiteholders.

f. Suite Revenue Distribution is as follows :

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)

Suite 121 shall be allocated to the LICENSEE.

g. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: NO COMP SHOW.

LICENSEE: TBD

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Andrea Bocelli

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement (4.5% commission).

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$4,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the

Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the AUTHORITY 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly any and all applicable taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement.

AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 70/30 with taxes and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement.

Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the

termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. The AUTHORITY will place approximately \$125,000 in advertising for the event and be reimbursed at settlement the night of the event. Advertising will be billed at a 4.5% Agency commission.

All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the

LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 7:00pm

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suite or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. **PROGRAMS**

The AUTHORITY will place programs supplied by the LICENSEE on each patron's seat prior to the doors opening.

50. **OPEN PUBLIC RECORDS ACT**

The AUTHORITY will not release any box office or attendance figures to any entertainment papers such as Pollstar, Billboard, etc. unless required by law due to the New Jersey Open Public Records Act.

51. **ADVANCE FUNDS**

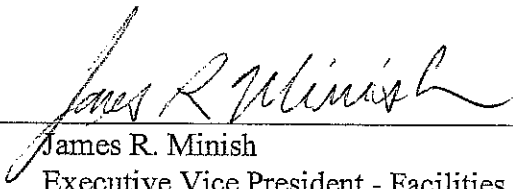
In the event that for any reason other than breach by the AUTHORITY that the performance will not take place, within ten (10) days, the LICENSEE shall forthwith return to the AUTHORITY all funds previously advanced.

In the event that the LICENSEE has paid over any of the above funds to the performer or an entity on behalf of the performer and the show is canceled for any reason other than breach of the AUTHORITY, the LICENSEE shall have primary responsibility for the recovery of those funds although nothing herein shall prevent the AUTHORITY from bringing direct action against the performers or the performer's entity for recovery.

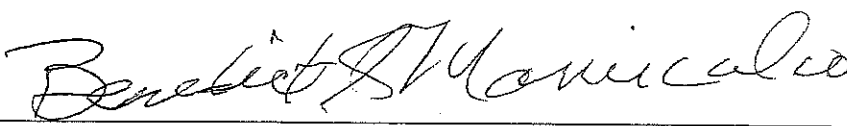
52. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

HEARTBEAT INTERNATIONAL FOUNDATION, INC.

By 
Benedict Maniscalco
Chairman & CEO

11/23/09



the World to New Jersey

Meadowlands Racetrack
Giants Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Michael Graime
Assistant Vice President
Event Operations & College Athletics
(201) 460-4361
Fax: (201) 460-4294
mgraime@njsea.com

July 24, 2008

Mr. Francis X. McLaughlin
Director of Athletics
FORDHAM UNIVERSITY
441 E. Fordham Road, Rose Hill
Bronx, NY 10458-9993

Dear Frank:

This is to commit to writing our agreement whereby the Fordham men's basketball team will play the Villanova University men's team at the IZOD Center in the Meadowlands Sports Complex during the 2009-2010 season. The date of the game is to be determined, however efforts are being made to find a mutually convenient date for all three parties on a weekend in December, 2009.

Following are the broad financial terms between the IZOD Center (New Jersey Sports & Exposition Authority) and Fordham:

- Ticket prices will average \$30.
- There will be student-priced tickets at \$15.
- Fordham is guaranteed a minimum of \$15,000.
- Fordham will receive 15% (fifteen percent) of ticket revenues above \$180,000 dollars in gross ticket sales.

As an example, if gross tickets of \$210,000 are sold, following would be the computation to learn what Fordham earns:

Fordham guarantee:		\$15,000
Gross ticket sales:	\$210,000	
Equates to after NJ Sales Tax (7%):	196,262	
Additional Revenue Threshold:	- 180,000	
	16,262	
	x 15%	+2,439
Total Payment to Fordham		<u>\$17,439</u>

Frank, certainly a date must be finalized and a bona fide contract produced and executed. However, I think for planning purposes and to move forward this memo of understanding will suffice.

Please let me know if any of the above-mentioned information is erroneous or not of your understanding. Let's plan to speak when I return from vacation the week of August 11th. I look forward to continuing to work together to ensure that the Fordham vs. Villanova game at the IZOD Center in the Meadowlands becomes a reality.

Thanks for your cooperation and direction.

Best personal regards.

Sincerely,

A handwritten signature in cursive script that reads "Mike".

Michael Graime

Cc: R. VanDeVeen

AGREEMENT

THIS AGREEMENT OF LICENSE made as of June 15, 2009, by and between the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as Licensor), and FORDHAM UNIVERSITY, (hereinafter referred to as Licensee).

WITNESSETH

1. USE OF PREMISES

ARENA Under the terms and conditions hereof, the Licensor grants to Licensee to use and occupy that portion of the IZOD Center (hereinafter "Arena"), for the purpose of presenting the event described in Paragraph 2, below. The areas of use are as follows: The main arena and all seating areas, entries, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences and parking toll plazas, parking lots and roadways typically associated with maximum usage of the Arena. In addition, selected team locker rooms, interview rooms and lounges will be designated by the Licensor from existing locker room areas.

2. DESCRIPTION OF EVENT

Men's NCAA Basketball Game
Villanova University v. Fordham University
Date – December 19, 2009
Arena Doors Open – 1:00pm
Game Time – 2:00pm

3. TIME OF USE

The Licensor agrees to have the Arena available to host the Event from 9:00 am on the 19th day of December 2009, and terminating at 5:00 pm on the 19th day of December, 2009, unless otherwise agreed to by the parties. The Authority shall determine, in its sole discretion, if, and at what times the Arena court may be available for the teams to practice.

4. **REVENUE DISTRIBUTION AND EXPENSES**

In consideration for Licensor agreeing to host the Event and Licensee agreeing to play in the Event at the time set forth above, the parties agree to the following:

- Licensee shall receive a guaranteed minimum of \$15,000;
- Licensee shall receive fifteen (15%) percent of ticket revenues above \$180,000 in gross ticket sales minus New Jersey sales tax.
- Licensee recognizes that suite tickets are included in the existing Arena Suite License Agreements, and, as such, Licensee is not entitled to receive any revenue whatsoever that is derived from the use of the Arena suites;
- The Parties shall mutually agree on the ticket prices for the game;
- Licensor shall be permitted to sell sponsorships to the game and shall be entitled to retain the revenue from the sale of said sponsorships;
- Licensor shall not be entitled to receive any broadcast revenues from the Event.

5. **PAYMENT OF EXPENSES**

Except as otherwise agreed to in the Agreement, Licensor shall be responsible for all Arena expenses associated with the Event.

6. **ARENA NAME**

The Arena shall at all times be known as the IZOD Center or by such names as designated by the Licensor and shall not otherwise be designated by Licensee in any manner or in any publication, advertising or on any ticket, unless the Licensor first consents, in writing, to such other designation. Licensee shall similarly require that any Licensee agent refer to the Arena by the name so designated in any printed material or broadcast.

7. **SERVICES TO BE PROVIDED BY THE LICENSOR**

a. The Arena will be operated and maintained in good, clean, working order and operating condition by Licensor for Licensee's Event including, but not limited to, all turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights,

machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces.

b. The Event staff necessary to operate the premises for the Event, such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. Licensor retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public.

8. **BOX OFFICE FACILITIES**

a. Licensor shall furnish Licensee a box office statement after the event. Ticket printing, the sale of the house and configuration of the seating shall be arranged through Licensor. **ALL SEATING WILL BE RESERVED.**

b. It is hereby agreed and understood that the Licensor currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the Arena.

c. Licensor will handle over-the-counter advance and day-of-event sales at the Arena ticket office. The Licensor's ticket manager will be responsible for properly depositing all monies, preparing box office statements, and other reports as are necessary and required.

9. **CONCESSIONS**

Licensor, through its concessionaire, shall operate the concessions and retain all revenues derived therefrom. Licensor reserves all rights with respect to the sale of concessions in the Arena and on the site of the entire Sports Complex, including, but not limited to, the sole right to sell or give away refreshments, candies, sandwiches, beverages, and other privileges. Licensee shall not engage in nor undertake the sale of any of the aforesaid or similar articles or privileges either before, during or after the Event or during any intermissions which might be provided during the Event. Licensee may not distribute free samples of food, beverage, or any product without prior written approval of Licensor.

10. **MERCHANDISE**

Licensee shall be entitled to enter into a separate agreement with Licensor's exclusive concessionaire, i.e. Aramark, for the sale to the concessionaire, of items of

merchandise specific to the Event such as T-shirts, sweatshirts, hats, visors, novelties and other like merchandise. Licensor shall designate stand locations for merchandising such items.

11. BROADCAST RIGHTS

Licensee and its opponent shall have all rights for radio and television, internet and any other mutually agreed upon broadcasts of the Event originating from the Arena.

Licensor shall have no responsibility or liability for the radio or television broadcasting (including ad lib remarks of announcers) including but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent it is responsible for the origination of, or the contracting for, such broadcasting, the Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, representatives, agents, and employees from any and all claims, damages, liability, costs and expenses including reasonable attorney's fees arising from a radio or television broadcast, unless the claim or liability results from the negligence or willfulness of the Licensor or its employees or agents.

12. OTHER OBLIGATIONS OF LICENSEE

Licensee shall provide its intercollegiate basketball team for the Event and agrees to have a blended officiating crew from both conferences (A-10 and Big East) to be assigned by A-10 supervisor of officials to work the Event.

13. OTHER OBLIGATIONS OF LICENSOR

a. Licensor will provide at its cost, heating/air conditioning, overhead lighting for ordinary use, use of the public address system, staff supervision, security services, medical personnel and facilities, ambulance service, box office personnel, operations and cleaning staff, press box staff and locker rooms of a kind and quantity generally provided at the Arena for intercollegiate athletic events.

b. Licensor will provide at its cost, a scoreboard operator, a scorekeeper, two clock operators, a statistics computer operator and assistant and a public address announcer.

c. All other services requested by Licensee will be at the expense of Licensee.

14. PARKING

Parking will be controlled and operated by Licensor or its designee, which will retain and be entitled to all revenue from said parking. A mutually agreed upon number of complimentary passes will be printed and presented by Licensor to Licensee for use at the Event.

15. WINNERS CLUB

Licensor shall operate, in conjunction with the concessionaire, the non-exclusive, Winners Club for the purpose of serving food and beverages. Use of the Winners Club shall be restricted to those persons attending the Event and not as a facility open to the general public. Licensee shall not be permitted to sell memberships to the Winners Club at the Club's entrance prior to or during the Event. Licensor shall have the sole right to determine access to the Winners Club.

The Licensor shall also retain the use and control of the two Franchise Rooms.

16. ADVERTISING SIGNS AND POSTERS

All advertising spaces on the premises of Licensor are the exclusive property of Licensor and all receipts therefrom shall accrue to Licensor.

Licensee shall not itself, nor through the Atlantic Ten Conference, the National Collegiate Athletic Association or any broadcaster with whom Licensee, the Atlantic Ten Conference, or the National Collegiate Athletic Association has an agreement to broadcast the games, permit the display utilizing electronic or computer technology, of any advertising device, logo or any material pertaining to any advertiser during such broadcasts in such a manner which would make it appear to the viewer of the broadcast that the advertising device, logo or material was in place at the Arena, without the expressed written consent of the Licensor, nor do anything to contribute to the creation of an impression that a relationship exists between any advertiser and Licensor, nor permit the display of any advertising device, logo or material of any advertiser whose product or service is in conflict with that of any advertiser with whom Licensor has a contractual relationship.

17. **INSURANCE**

Licensee shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensee which insures the Licensee's operations contemplated by this Agreement. Such General Liability insurance shall be written with a limit of at least \$1,000,000.00 (one million dollars) Combined Single Limit for Bodily Injury and Property Damage Liability, Personal Injury Liability. There shall be no exclusion or limitation or restriction with respect to claims made by participants. The Licensor shall be included as an additional insured.

A certificate of such insurance shall be provided to the Licensor by the Licensee. The policy shall also provide and the certificate shall so note, that the coverage may not be cancelled or any major change in coverage be implemented without at least thirty (30) days' written notice given to the Licensor.

The Licensee shall also provide Worker's Compensation insurance for any of their employees as required by the Worker's Compensation and Occupational Disease Laws of the State of New Jersey. A certificate of such insurance shall also be provided to the Licensor.

The Licensor represents that it has Comprehensive General Liability insurance for any and all claims arising out of the structure or operations of the Licensor and the Licensor's personnel, agents, servants or representatives. Licensee shall be named as an additional insured under the policy. The Licensor shall provide proof of such insurance to Licensee.

The Licensor shall also insure against and be responsible for and Licensee shall have no liability for claims arising from the operation of vehicular traffic on the licensed premises including the parking lots operated pursuant to Paragraph 14.

The Licensor will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the Licensee. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds during the term of this Agreement, shall be damaged by the act, default, or negligence of Licensee, its agents, contractor or its patrons, the Licensee will pay to the Licensor out of ticket sale receipts, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, and with the exception of the fact that the withholding of such ticket sales receipts paid to Licensor shall not exceed the amount of the deductible under

any Third-Party Property Damage Liability Insurance maintained by Licensee, if any, or, if Licensee does not maintain Third-Party Property Damage Liability insurance, then and in such event, the Licensor may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the Licensor. A certificate of such Third-Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to Licensor on request.

18. INDEMNIFICATION

Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensor against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor, of Licensee arising out of the activities conducted by Licensee, its agents, members, ~~or agents~~ ^{*J.M.*}. Licensee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

19. WAIVER OF PERSONAL LIABILITY

All obligations and liabilities under this Agreement on the part of both parties are solely corporate or partnership liabilities and each party hereby releases each and every officer, agent, director, partner and member of the other party of and from any personal or individual liability under this Agreement, and no officer, agent, director, or member of either party shall at any time or under any circumstances be individually or personally liable under this Agreement or for any action taken hereunder by Licensee or otherwise in connection therewith, or for or on account of any failure on the part of that party hereunder, except with respect to fraud, intentional or willful misconduct, acts constituting a crime, malice, conduct outside the scope of employment or any other acts by an employee for which the Licensor would not be liable under the Tort Claims or Contractual Liability Acts.

20. PUBLIC SAFETY

Licensee agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by policy personnel responsible for public safety and with Licensor to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all way of access to public utilities of the premises shall be kept unobstructed by the Licensee and shall not be used for any purpose other than ingress or egress to and from the premises by the Licensee, unless otherwise agreed to by Licensor.

21. LICENSEE PROPERTY

Licensor will accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless Licensor for any loss or damage to such property in the receipt, handling, care, or custody of such property at any time. Licensee further indemnifies Licensor from any claims or costs related to claims from any third party for loss or damage to property on the premises of Licensor during the time covered by this Agreement. Licensor assumes no responsibility whatsoever for any property placed in said building and Licensor is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit and all watchmen or other protective service desired by Licensee must be arranged by specific agreement with Licensor. In the event that Licensee shall leave any property on the premises after the termination of the engagement contracted for herein, Licensor may, upon five (5) day's notice to Licensee, at the place specified herein for notice, dispose of said property as it may see fit, whether by selling the same, destroying it or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

22. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee agrees that every person connected with Licensee's use of the Arena shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the Licensor for the governance and management of the Arena and, if the attention of Licensee is called to a violation on the part of Licensee, or

any personnel employed by or admitted to said premises by Licensee, Licensee will immediately desist from and correct such violation.

23. DEFACEMENT OF BUILDING

Licensee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building, nor shall make or allow to be made any alteration of any kind therein.

Licensee will not post or allow to be posted any signs, cards, or posters except upon such display area as Licensor may provide. Use of such areas in a non-exclusive right. All material is subject to approval by Licensor.

24. EVENT ADVERTISING

Licensee agrees that all advertising for the Event will be honest and true and will include accurate information of the game time and ticket prices.

25. RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT

The Licensor retains the exclusive right of technical control and crowd management, including in the event that the Licensor deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the Arena or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. Licensee shall have no authority with respect to such crowd management and security.

26. OCCUPANCY INTERRUPTION

In case the Arena or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Licensor impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this Agreement will terminate and Licensee hereby waives any claim for damages or compensation should this Agreement be so terminated. Licensee may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but Licensee assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the Licensor to evacuate the premises because of a bomb threat or for other reasons of

public safety, the Licensee will retain the possession of the premises for sufficient time to complete presentation of its Event without additional charge providing such time does not interfere with another scheduled use of the Arena. If it is not possible to complete presentation of the Event, Licensee hereby waives any claim for damages or compensation from Licensor.

27. OBJECTIONAL PERSONS

Licensor reserves the right to eject or cause to be ejected from the premises, any objectionable person or persons and neither Licensor nor any of its officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise by Licensor of such right.

28. ANNOUNCEMENTS

Licensor reserves the right to make announcements which would relate to future attractions, institutional advertising and such announcements as Licensor may deem necessary at any time in the interest of public safety.

29. AGREEMENT TO QUIT PREMISES

Licensee agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at the commencement date of this Agreement, ordinary wear and use thereof excepted. Failure to quit the premises will make the Licensee liable for additional payment of rent as determined by the Licensor.

30. LOST ARTICLES

Licensor shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the leased premises and the Licensee or any person in Licensee's employ shall not collect or interfere with the collection of custody of such articles.

31. NON-ASSIGNMENT

Licensee will not assign, transfer, subject or compromise any right, title or interest in this Agreement, without Licensor's prior written approval, which approval may be withheld by the Licensor in its sole discretion.

32. **REFUND OF TICKET REVENUE**

Licensors retain the right to make determination of ticket refunds for cause, in keeping with Licensor policy or retaining faith with the public.

33. **DEFAULT**

Licensee further covenants that, if any default is made in any provision(s) of this Agreement, this Agreement and the relationship of the parties at the option of the Licensor shall cease and terminate and the relationships of the parties shall be the same in all respects as if the Agreement had fully expired and the said Licensor may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said Licensee shall notwithstanding such re-entry pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by Licensor to enforce compliance with the Agreement, Licensor shall be entitled to the costs of suit and reasonable attorneys' fees.

34. **CIVIL RIGHTS**

Licensee agrees not to discriminate against any employee or any applicant for employment because of any reason prohibited by law, and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services, or privileges offered to or enjoyed by the general public.

35. **FORCE MAJEURE**

If the Event cannot take place, in whole or in part, because of an act of God, national emergency, war, labor dispute, fire casualty or other unforeseen occurrence or any other cause beyond the control of the Licensor or which Licensor is unable to avoid by exercise of due diligence, Licensor shall have no obligation or liability whatsoever to Licensee as a result thereof.

If the Event cannot take place, in whole or in part, because of an Act of God, national emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of Licensee or which Licensee is unable to avoid by the exercise of due diligence, Licensee shall have no obligation or liability whatsoever to Licensor as a result thereof.

36. SEVERABLE AGREEMENT

This is a severable agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

37. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the Licensor and the Licensee and no amendments or modifications shall be made to the Agreement, except in writing signed by both the Licensor and the Licensee.

38. DISCRETIONARY MATTERS

Any decision affecting any material not herein expressly provided for shall rest solely within the discretion of the Licensor, its President and Chief Executive Officer or its Senior Vice-President, Stadium/Arena.

39. RELATIONSHIP OF PARTIES

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the Licensee an agent or employee of the Licensor.

40. NOTICE

Any notice required or permitted to be given by the provisions hereof shall be conclusively deemed to have been received by a party hereto on the day it is delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or, if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such part at such address:

If to Licensee, at:

Francis X. McLaughlin, Director of Athletics
Fordham University
441 East Fordham Road, Rose Hill
Bronx, NY 10458-9993

with copies to:

Thomas E. DeJulio, Esq., General Counsel
Fordham University
441 East Fordham Road
Bronx, NY 10458

If to the Licensor, at

James Minish
Senior Executive Vice President, Facilities
New Jersey Sports and
Exposition Authority
East Rutherford, NJ 07073

with copies to:

Mark Stefanacci, Esq.
Chief Operating Officer
New Jersey Sports and
Exposition Authority
East Rutherford, NJ 07073

41. CHOICE OF LAW

This Agreement shall be interpreted according to the laws of the State of New Jersey. Any actions brought in regard to this Agreement must be filed in the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

**NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY**

By: 

James Minish
Executive Vice President, Facilities

FORDHAM UNIVERSITY

By: 

Francis X. McLaughlin
Director of Athletics

AGREEMENT

AGREEMENT made this 19th day of November, 2009, between FELD MOTOR SPORTS, INC., a Delaware corporation ("Licensee") and the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY ("Licensor").

WITNESSETH:

WHEREAS, Licensee is the owner and operator of a freestyle motorsports production " (the "Event"); and
 WHEREAS, Licensor is the owner and/or operator of the facility known as the IZOD Center located in East Rutherford, New Jersey; and
 WHEREAS, Licensee desires to use and Licensor shall make available the IZOD Center and all of its facilities and adjacent areas, which are necessary for the safe and proper presentation of the Event (collectively the "Venue"); and
 NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

1. TERMS OF OCCUPANCY:

- (a) **MOVE-IN:** Licensee, without additional charge, shall be entitled to occupancy of the Venue, including the required areas adjacent thereto at 8:00 a.m. on Thursday, February 25, 2010.
- (b) **EVENT DATES:** Licensee may present the Event at the Venue during the period commencing on Friday, February 26, 2010 through and including Saturday, February 27, 2010 ("Engagement").
- (c) **MOVE-OUT:** To be completed by 6:00 a.m. on Sunday, February 28, 2010.

2. TERMS OF RENEWAL: Not applicable.

3. ADJUSTED GROSS RECEIPTS: The term "adjusted gross receipts," as used in this Agreement, shall mean the gross receipts (the proceeds from the sale of tickets of admission for the Engagement hereunder), less (i) all federal, state, county, provincial and local sales, admissions or similar taxes thereon which shall include the seven percent (7%) New Jersey State Sales Tax on tickets; and (ii) any mutually agreeable amounts paid to or retained by any charity, newspaper or other organization with which Licensee has engaged in any special promotion in accordance with paragraph 19 below and any amount expended for any premium giveaways used instead of a discount in connection with such promotions.

4. DEAL SUMMARY

RENT: As full consideration for use of the Venue and each performance by Licensor of its obligations hereunder, the adjusted gross receipts for each Engagement hereunder shall be divided as follows:

<u>Level of Adjusted Gross Receipts</u>	<u>Licensee's Share</u>	<u>Licensor's Share</u>
First \$450,000	77%	23%
All over \$450,000	72%	28%

LICENSEE PAYS FOR:

- a. SPOTLIGHT AND SOUND OPERATORS
- b. CAMERA AND VIDEOBOARD OPERATORS - Not to exceed One Thousand Seven Hundred Fifty Dollars (\$1,750) per performance
- c. BACK OF HOUSE EMS FOR EVENT PARTICIPANTS
- d. PYROTECHNIC PERMIT - If required for the Event
- e. BACK OF HOUSE AMBULANCE - Not to exceed One Hundred Fifty Dollars (\$150.00) per performance
- f. CATERING
- g. ASCAP/BMI/SESAC
- h. CREDIT CARD COMMISSIONS ON BOX OFFICE TICKET SALES
- i. DRESSING ROOM FURNITURE
- j. ADVERTISING
- k. TELEPHONE AND HIGH SPEED INTERNET - If requested
- l. INSURANCE

LICENSOR PAYS FOR:

- a. STAGEHANDS - Consistent with previous Events; excluding spotlight, sound, camera, and videoboard operators
- b. STAFFING - Including all pit party staffing
- c. INSURANCE

BOX OFFICE: Included in rent. Credit card commissions on box office ticket sales shall be reimbursed by Licensee at the following rates: three and one-tenth percent (3.1%) for American Express purchases and Two and 21/100 percent (2.21%) for Visa and Mastercard purchases. Credit card commissions on internet, telephone, and outlet ticket sales shall be passed on to the patron.

CONCESSIONS: Licensee retains 100% exclusive rights to sell program books, novelties and souvenirs, cotton candy, and snowcones. Licensor shall sell Licensee's program books, novelties and souvenirs on its behalf. Licensor may retain a commission of sixteen percent (16%) of gross receipts net of tax and credit card fees from the sale of program books, novelties and souvenirs.

SUITES/SPECIAL SEATING: Seating in suites shall be available exclusively on a complimentary basis. Licensor shall be entitled to Four Hundred Sixty-Six (466) complimentary suite tickets. Licensee shall be entitled to the use of one (1) complimentary suite per performance.

COMPLIMENTARY TICKETS: In addition to complimentary suite seating, Licensor shall be entitled to twenty-five (25) complimentary tickets per performance.

CLEARANCE WINDOW: Non-Feld-produced motor sports events: 90 days prior 90 days after

5. INSURANCE AND INDEMNIFICATION:

(a) Each party shall obtain, at its own cost and expense, Commercial General liability Insurance coverage insuring the Engagement and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such Commercial General Liability Insurance shall have a total limit of not less than Five Million Dollars (\$5,000,000), either by an individual primary policy or through a combination of a primary and umbrella policy for bodily injury and property damage liability, personal injury liability and coverage for the negligence of any employees or agents and any contractors or subcontractors retained by the insured. The policy shall be written on an occurrence form. Each party shall name the other party as an additional insured on its Commercial General Liability insurance coverage hereunder. Neither party will do, or permit to be done, anything in or upon any portion of the Venue, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

(b) Each party shall also obtain, at its own cost and expense, Workers Compensation Insurance for any obligations that such party may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

(c) Licensor will provide All Risk insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against Licensee. This waiver will not apply to any deductible applied under this policy.

(d) If said premises or any portion of the Venue, during the term of this permit, shall be damaged by the act, default, or negligence of Licensee, its employees or agents, Licensee will pay to Licensor out of ticket sale receipts and advance payment, such sums as shall be necessary to restore the Venue to its original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to Licensor shall not exceed the amount of the deductible under the Property Damage Liability insurance maintained by Licensor.

(e) Licensee hereby assumes full responsibility for the character, acts, and conduct of all of its employees and agents admitted to the Venue by consent of Licensee, or by or with the consent of Licensee's employees or any person acting for or on behalf of Licensee. Licensee may or may not insure this obligation for damage to Licensor's premises, which is not covered by Licensor's insurance policy (including the deductible).

(f) Each party shall provide certificates of all such insurance to the other party in advance of the Engagement. The policies shall also provide, and the certificates shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least thirty (30) days prior written notice given to the other party.

(g) Each party (each, an "Indemnifying Party") agrees to conduct its activities upon the premises so as not to potentially endanger any person, and to indemnify, defend, hold and save harmless the other party (each, an "Indemnified Party") against any and all claims for loss, injury or damages to persons or property, including, without limitation, reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim, arising out of the breach of this Agreement or the negligence of the Indemnifying Party in connection with the Engagement or any operations contemplated by this Agreement.

6. **STAFFING:** Licensor shall provide, employ and control a sufficient number of ticket takers, guards, doormen, ushers, security, and other personnel requested by Licensee's duly authorized representative for the proper presentation of the Event and handling of patrons. (Payment in accordance with paragraph 4 above.)

7. **STAGEHANDS:** Licensor shall provide, employ and control all stagehands and other personnel as required by Licensee in accordance with Licensee's Technical Rider for handling the set, the properties, the lighting, electrical and sound equipment and all other paraphernalia of the Event for moving in, setting up and installing the same; for working all performances; and for dismantling and removing all of the same at the end of the Engagement. (Payment in accordance with paragraph 4 above.) In the event additional personnel, including without limitation, non-working stewards or department heads, are required as a result of any written contracts or oral agreements entered into by Licensor with any third party, Licensor shall provide, employ, control, and pay the cost of all such additional personnel. Licensor shall ensure that all training required by law, including, without limitation, health and safety training, is provided to all personnel referenced in this paragraph, and Licensor shall maintain documentation of such training, which shall be made available to Licensee upon request.

8. **LICENSES & PERMITS:** Licensor shall obtain and pay for all licenses and permits which are required by any governmental authority in connection with the presentation of the Event hereunder and provide Licensee with evidence thereof at least thirty (30) days in advance of the Engagement.

9. **SERVICES PROVIDED BY LICENSOR:** For the Event hereunder, Licensor shall, at its sole cost and expense:

(a) Provide the Venue, set in accordance with the approved ticket manifest, with seating for at least 19,000 patrons and all facilities thereof, including Event and non-Event areas which are safe and suitable for the presentation of the Event.

(b) Provide adequate heating and/or air-conditioning, lighting, electricity, water and related facilities to meet the requirements of the Event and to provide for the comfortable use and occupancy of the Venue.

(c) Provide space inside or immediately adjacent to the Venue sufficient in size for at least fifteen (15) trucks, vans and semi-trailers belonging to the Event and its personnel, with electrical feeds, water connections, sewer waste disposal facilities and trash removal and all hook-ups therefor. Licensor further agrees to provide not less than thirty (30) free parking spaces for Licensee's personnel in an area convenient to the backdoor of the Venue.

(d) Provide clean, heated and/or air-conditioned and lighted dressing rooms with coat racks, waste cans, tables and chairs, mirrors and proper lighting for make-up, and shower and toilet facilities in the Venue for the competitors and production crew of the Event. In the event that there are not sufficient permanent dressing rooms for this purpose, Licensor agrees to erect portable dressing rooms for Licensee.

(e) Provide interior storage space for crates, trunks and other items carried by Licensee with locks on all doors and windows which provide access to such space.

(f) Provide sufficiently equipped office space in the Venue for the staff of the Event for a period commencing one (1) week before the Engagement and ending one (1) day after the Engagement, including the use of telephone service through the Venue switchboard. Licensee shall pay for its own long-distance calls.

(g) Provide a total of six (6) spotlights in good working order (each having at least the intensity and capability of a Super Trouper), plus platforms and electrical connections (in locations designated by Licensee) and such other lighting and electrical equipment as is available for staging the Event.

(h) Provide a two-way intercommunicating telephone system with head sets, double earphones and mouthpieces, telephone operator type, between all spotlight operators and electrician controls, Event sound system and backstage to a master station from which the person directing lights for the Event can see competitors enter and exit.

(i) Provide the required full-range integrated sound system and its operator and microphones.

(j) Provide installation of electrical feeds and cables for Event boxlights and equipment.

(k) Provide suitable devices to prevent light from entering the seating and Event areas of the Venue when Event requires a blackout.

(l) Raise or remove, if necessary, any scoreboard, speaker cluster, or other equipment over the Venue floor to a height of not less than fifty-five feet (55') so that they will in no way interfere with spectator sightlines. Licensor shall not use any telescreen, LED signage technology, or similar device for any purpose during any performance of the Event without the express written consent of Licensee.

(m) Provide, employ and control (i) building superintendent and engineers; (ii) sufficient janitors, sweepers, cleaners, restroom attendants and other custodial workers for the proper cleaning of the Venue, including, but not limited to, the cleaning of all Venue areas that may be accessible to patrons ("Patron Areas") before move-in and prior to each Event and continuously throughout each Event to maximize the safety of Patron Areas; (iii) the standard building security services; (iv) electricians to connect and disconnect house power to Licensee's equipment as specified by Licensee; (v) house light operator; (vi) event manager and maintenance and service personnel required to adequately manage, operate and maintain the Venue; (vii) switchboard operators and regular telephone service; (viii) use of any marquee, readerboard, telespot, or video board and operators, if such operators are required by Licensor; (ix) firemen; (x) first-aid attendants; (xi) locally licensed pyrotechnician, if required by state or local law; and (xii) all other personnel which are required to be hired by working agreements or contracts entered into by Licensor, by law, or by Venue rules and regulations (unless otherwise stated in paragraph 4 above).

(n) Provide, in addition to the foregoing, all facilities and equipment as may be normally available at the Venue, at no charge, including such items as forklifts, cherry picker, risers, chairs, tables, and electrical equipment.

(o) Carry and pay for Workers' Compensation Insurance in the amounts required by law with respect to Licensor's employees, and ensure that all of Licensor's contracted personnel are so covered.

10. **SERVICES PROVIDED BY LICENSEE:** For the Engagement of the Event hereunder, Licensee shall, at its sole cost and expense:

(a) Furnish the competitors and such other personnel and equipment as Licensee deems appropriate for the presentation of the Event.

(b) Transport all such personnel and equipment of the Event to and from the Venue.

(c) Conduct the advertising and publicity campaign.

(d) Obtain all ASCAP, BMI and similar licenses and rights to use patented and/or copyrighted music, materials, equipment, devices, or dramatic rights used in connection with the presentation of the Event. Licensee agrees to indemnify Licensor against any claim or liability resulting from Licensor's failure to obtain any licenses in accordance with the foregoing or the infringement of any copyright used in the Event.

(e) Carry and pay for Workers' Compensation Insurance with respect to Licensee's employees.
 11. **EVENT CRITERIA:** The schedule of Events for the Engagement shall be determined by Licensee. Licensee may designate a day or days during the Engagement as a day or days on which no Events will be held; however, Licensee shall have full access to all licensed areas on non-Event days.

12. **SUITES/SPECIAL SEATING:**

(a) All seats in the Venue or any of its facilities which permit the occupant to view any of the Events shall be included in the ticket manifest for Events hereunder, including, without limitation, all seats in loges, sky boxes, suites, club seats and all other similar special seating whether sold by the season, by individual Event or on any other basis (hereinafter, collectively, "Special Seats"). Licensor shall contribute to the gross receipts for each Event an amount equal to the total number of Special Seats which have been sold for each Event or occupied on any basis, multiplied by the ticket price as noted in paragraph 4 above.

(b) In the event that any Special Seats are located behind the stage set curtain line, Licensor will have the option to relocate the individuals who are to occupy such Special Seats to any non-VIP seat for that same Event. For each Special Seat that is relocated, Licensor shall contribute to the gross ticket sales for that Event an amount equal to the actual ticket price of the new (relocated) seat.

13. **BOX OFFICE:**

(a) Licensor, through its computer ticket service, shall provide adequate tickets for the requirements of the Venue at the scale of prices set by Licensee which shall not include any surcharge or other levy except for those taxes specified in paragraph 3. Licensor shall place tickets on sale at such time as may be determined by Licensee, and Licensor shall provide Licensee with a certified manifest of all tickets for the Engagement at least three (3) days prior to the commencement of ticket sales for the Engagement. Licensor shall insure that in the event of computer failure, Licensor will either take alternative measures to provide sufficient tickets for walk-up sales or will indemnify Licensee for any revenues lost as a result of any failure of, or problem with, Licensor's computer system.

(b) Licensor will not modify its existing arrangement or enter into any new arrangement with any computer ticket service for the exclusive sale of tickets to events at the Venue which will apply to or in any way affect the sale of tickets to any Event hereunder without first obtaining the written approval of Licensee to the terms thereof, insofar as they affect Licensee and Event patrons, and no such arrangement shall be applicable to the sale of Event tickets unless approved by Licensee.

(c) Licensor will provide all personnel, services and facilities, both at the Venue and elsewhere, necessary for the adequate sale of tickets to the Events, including, but not limited to, a box office treasurer, ticket sellers for advance sales (including mail order), telephone charge sales, personnel to fill group sales orders, agency sales, Event window sales, and sales at any of the Venue's outside ticket outlets, and to pay all costs incurred in connection with such sales, including, but not limited to, the cost of any telephone charge system that is used or other special telephone service, internet services, money pickup service, all charges related to any computer ticket or reservation system that Licensor may utilize for the sale of tickets hereunder and any sales outlet or credit card commissions. Consideration for the foregoing personnel, services and facilities is noted in paragraph 4 above. If Licensee finds Licensor's usual outlet(s) inadequate for the sale of Event tickets, Licensee may establish additional outlets with the cooperation of Licensor.

(d) Beginning with the date tickets are placed on sale, Licensor will furnish Licensee with a daily statement on forms furnished by Licensee, showing a breakdown of sales of all tickets, specifying separately daily advance box office sales, mail order sales (including the number of mail orders received), agency sales, group sales, outlet sales, internet sales, telephone charge sales and, after the beginning of scheduled Events, daily current box office sales.

(e) Licensor shall collect all monies from the sale of all tickets and shall maintain regular books and records pertaining to the Engagement, including a true and accurate account of all monies collected. All monies collected shall be deposited promptly in a bank account established by and in the name of Licensor. Upon request, Licensor shall transfer a portion of such monies to Licensee. Licensee agrees that to the extent such transfers have been made, it will immediately transfer to Licensor's account any monies required for refunds in the event of cancellation of any Event. Any refunds shall be determined by mutual agreement between Licensee and Licensor. Licensor shall have the sole obligation of distributing any refunds in accordance with any and all applicable laws and to file and pay in a timely manner any federal, state, county, provincial, local and/or other taxes, which may be assessed on tickets to Events, and any amounts relating to Licensor's failure to do so, and Licensor shall release Licensee from liability and indemnify Licensee in respect of any responsibility for the distribution of such refunds and for the payment of such taxes.

(f) Immediately after each Event, Licensor shall complete and deliver to Licensee a certified box office statement relating to the exact sales for said Event, all unsold tickets, turnstile counts, computer manifests, and stubs retained by ticket takers on forms supplied by Licensee. Licensee, by duly designated representatives, shall have the right to inspect the box office and all records and transaction reports with respect to the admission receipts, including unsold tickets and stubs of tickets sold. Licensor will conduct a drop count in a manner acceptable to Licensee. Licensee's duly designated representatives will be admitted to the box office at any and all times during the sale of tickets for the Engagement. Licensor will account for all tickets and/or cash receipts therefor in accordance with the certified ticket manifest, and shall bear any losses or shortages of money resulting from fire or other casualty, hold-up, theft, infidelity, default by any of Licensor's ticket agencies, or bad checks.

(g) Upon completion of the last Event hereunder, there shall be an immediate accounting and settlement of amounts due and owing to the parties hereunder. In arriving at settlement, there shall be no offsets whatsoever for claims by one party against the other which do not relate to ticket sales, including, but not limited to, claims for damage to the Venue or its equipment which shall be handled in accordance with paragraph 25 below. No financial information (including but not limited to information regarding gross ticket sales and expenses) with respect to the Engagement shall be released by Licensor except with the prior written approval of Licensee.

(h) Licensor and Licensee agree to use their best efforts to maximize the sale of tickets to Events hereunder. Licensor will not commence the sale of tickets during the period one (1) week prior to and during the Engagement of the Event for any non-sporting event to be held at the Venue without the prior written consent of Licensee.

(i) Licensee owns any customer list that is generated in connection with the presentation of the Engagement and all information that may be contained thereon. Neither Licensor nor its employees or agents will use such customer list or provide such customer list or the information contained thereon to any third party without the prior written consent of Licensee.

14. **SERVICE CHARGES:**

(a) The following service charges and handling fees shall be in effect for each Engagement hereunder and shall be applied in accordance with the Actual Ticket Price. Actual Ticket Price shall be defined as the price paid for ticket(s) including sales tax (if applicable) and after applying discounts, and shall not include any amounts charged for facility fee(s), ticket delivery fee(s), or other charge(s) (if any). Current service charges are as follows, and are subject to change on an annual basis:

Actual Ticket Price:	≤\$9.99	\$10.00 - \$19.99	\$20.00 - \$44.99	≥\$45.00
Purchase Location:				
Venue Box Office:	No Service Charge	No Service Charge	No Service Charge	No Service Charge
Telephone/Internet:	\$3.75 per ticket	\$4.85 per ticket	\$6.75 per ticket	15% of Actual Ticket Price
Outlets:	\$3.75 per ticket	\$4.85 per ticket	\$6.75 per ticket	15% of Actual Ticket Price
Mail Order:	\$3.00 per order	\$3.00 per order	\$3.00 per order	\$3.00 per order
Group Sales:	No Service Charge	No Service Charge	No Service Charge	No Service Charge

(b) A \$5.50 per-order handling fee may be applied to telephone and internet sales.

- (c) There shall be no per-order handling fee for outlet sales.
 (d) There shall be no per-ticket service charge(s) for mail order sales.
 (e) The Venue box office shall not impose any service charge or handling fee in connection with over-the-counter sales of tickets (including group sales orders) for each Engagement hereunder.
 (f) No facility fee or other surcharge, including credit card commissions, may be added to Licensee's established ticket price, except as may be indicated in paragraph 4 above. Any amounts added in violation of this provision shall become the exclusive property of Licensee.

15. POSSESSORY INTEREST TAX: It is the contemplation of the parties to this Agreement that no possessory interest or similar tax shall be imposed upon Licensee by any taxing agency of the State where the Venue is located or of any county, municipality or other subdivision thereof during the term of this Agreement since, among other things, Licensee does not have exclusive and continuous use and control of the Venue. However, if any such tax is imposed upon Licensee during the term of this Agreement, Licensor shall credit the amount of the tax paid by Licensee against any and all sums due or to become due from Licensee to Licensor under the terms of this Agreement. If Licensee has paid Licensor before the tax is paid, then Licensee shall have a credit as to consideration to become due under any renewal or extension of this Agreement and, if none, Licensor shall reimburse Licensee in the amount of the tax immediately upon written request from Licensee.

16. CONCESSION RIGHTS: Licensee shall have the sole and exclusive right, but not the obligation, to sell concessions noted in paragraph 4 above, both inside and outside the Venue and in the seats to the audience before, during, and after Events and during intermission through its own vendors or through concessionaires designated by it (collectively "Vendors"). Novelties and souvenirs shall include but are not limited to coloring books, balloons, toys, games, lights, hats and other apparel, booster seats, banners, photographs, photographic services, posters, DVDs, plush toys, and dolls. Neither Licensor nor any of its concessionaires shall charge any concession fee therefor, and all monies collected by Licensee from such sales, including proceeds of sales of advertising in Event program books, shall belong exclusively to Licensee and shall not be included in gross receipts. For the purpose of such concession sales, Licensor shall supply to Licensee or Vendors, at no charge, adequate locations, at least equal in quantity and placement to those supplied for the most recent previous engagement (if applicable), in the Venue including electrical and water hook-ups, water and electricity. Neither Licensor nor any of its concessionaires shall sell concession items in the categories covered in this paragraph or concession items which are substantially similar to those categories covered herein during the Engagement hereunder, nor shall they sell in the seats to the audience except at times Licensee permits Vendors to sell there. Licensor represents that it has not signed any contracts or entered into any oral agreements with respect to concession operations at the Venue and its facilities which will require Licensee to utilize or pay for personnel in connection with Licensor's concession operations in addition to Vendors and their personnel. In the event any additional personnel are required or additional costs incurred as a result of any future contracts entered into by Licensor, such personnel and costs shall be paid for by Licensor. To the extent permitted by law, Licensor and Licensee and its subsidiary companies shall have the exclusive right to use voice amplification equipment during the Engagement in areas outside of the Venue that are open to the public. This right may not be assigned to any third party without the prior written consent of the non-assigning party.

17. CLEARANCE WINDOW: Licensor agrees that it will not allow the performance of any other motor sports event in the Venue during the period commencing on the dates prior to, and ending after such Engagement hereunder, as noted in paragraph 4 above. In addition, if any such motor sports event is scheduled after the periods indicated, Licensor will not, without Licensee's prior written consent, advertise or publicize performances of any other such event, nor allow any third party to so advertise or publicize until after the completion of the Engagement hereunder. Licensor acknowledges that its breach of this provision will cause Licensee irreparable harm for which money damages alone are an inadequate remedy due, among other things, to the impossibility of precisely ascertaining the same and that, in addition to remedies available to it at law, Licensee shall be entitled to injunctive and other equitable relief for such breach or threatened breach.

18. BROADCAST RIGHTS AND TRADEMARK: Licensor shall have no broadcast or reproduction rights with respect to the Event, and no television, radio, transmitting, recording or photographing device shall be used in any manner or form to reproduce any of the Events in the Venue, except for the account of Licensee which retains the sole and exclusive rights with respect to any such broadcast or performance and the proceeds thereof. Licensee's rights shall include, without limitation, the right to produce a video, DVD or other recording in any medium now known or hereafter invented, for resale or other purpose, composed in whole or in part of the Event's activities and to permit television and radio personnel to record highlights of the Event in the Venue in any medium for the purpose of giving publicity to the Event; and Licensor grants Licensee the right to include images of the Venue in any of the aforementioned recordings without any further compensation to Licensor.

19. SPECIAL PROMOTIONS: Licensee shall have the right to engage in special promotions on opening night or in connection with other Events at which attendance may be weak if, in Licensee's judgment, such efforts will be mutually beneficial and may significantly increase gross ticket sales or total attendance or be advantageous from a goodwill and publicity point of view. Only those proceeds which Licensee actually retains in connection with such promotions will be included in the calculation of adjusted gross receipts.

20. SPONSOR(S): Licensee shall have the right to engage sponsor(s) for the Engagement hereunder and shall retain all revenue derived from any such sponsor(s). Licensor will cooperate with Licensee in regard to any such sponsor(s) to enable Licensee to fulfill its obligations under any sponsorship agreement entered into by Licensee.

21. ON-SITE PUBLICITY: Commencing at least five (5) weeks prior to the first Event of the Engagement, Licensor will cause the forthcoming Engagement of the Event to be advertised, without charge to Licensee, on all normally available advertising media at the Venue and on all public address systems of the Venue at times it reasonably deems appropriate, in any appropriate brochures sent out by Licensor and on any radio or television programs owned or controlled by Licensor. In addition, Licensor will include advertising with respect to such Engagement in any issue of a newsletter or any similar method of advertising distributed during the period ninety (90) days prior to the commencement of the Engagement and in any other issues thereof in which events for the upcoming year or season are advertised. In the use of the Event name, the complete name shall be used exactly as it is defined on page 1 of this Agreement, and the entirety thereof shall appear in 100% equal size. If Licensor has a website, Licensor agrees to link to Licensee's website.

22. COMPLIMENTARY TICKETS: Complimentary tickets shall be limited to an amount consistent with good business practice (unless otherwise noted in paragraph 4) and shall only be issued when attached to forms furnished by Licensee.

23. COMPLIANCE WITH RULES AND REGULATIONS:

(a) Licensee and Licensor shall comply with the applicable requirements of all laws, orders and regulations of federal, state, county, provincial and municipal authorities.

(b) Licensee shall not paint, drill into, or deface any part of the Venue facilities without Licensor's consent, which will not be unreasonably withheld.

24. BUILDING ACCESS: Licensor, its directors, servants, employees, and agents shall have free access to the Venue facilities upon presentation of passes issued to them by Licensor but only if actually working during the Event to which they request admission.

25. SURRENDERING OF THE VENUE: Upon the conclusion of the Engagement of the Event, or the early termination of this Agreement for any reason, Licensee shall quit and surrender the Venue to Licensor. Upon such quitting and surrender, the Venue shall be in the same condition as at the beginning of the Engagement, ordinary wear and tear, damage by fire, Act of God, or unavoidable casualty excepted. Representatives of Licensee and Licensor shall survey the Venue both before and after the Engagement to determine the extent of any damages caused by Licensee in connection with the Engagement, with the same two (2) representatives from each party participating in both the pre and post walk-through. Any claims by Licensor for damages shall be verified by Licensee's representative and submitted for payment in accordance with paragraph 30. In the event the repair of any verified damages cannot be accomplished by Licensor's employees, Licensor shall obtain three (3) written estimates of the cost of such repairs and forward the same to Licensee.

26. ADA COMPLIANCE: Licensor warrants that Licensor and Venue currently comply with the provisions of the Americans with Disabilities Act of 1990 (the "ADA") to the extent that such provisions may apply. Licensor will defend, indemnify and hold

harmless Licensee for and against any liability, penalty, fine, punishment, judgment, damage or claim, whether civil, administrative or otherwise, which may arise or be imposed in connection with Licensor's and/or Venue's failure or alleged failure to comply with the ADA.

27. **DELAY OR INTERFERENCE:** Licensor will not permit any use of the Venue which will delay any Event or in any way interfere with Licensee's use of the Venue. Licensor will arrange for the clearance of the Venue floor and facilities, at no cost to Licensee, in sufficient time to permit Licensee to move-in in accordance with paragraph 1(a) above and to set up for each of its scheduled Events. Licensee shall not be required to present any Event over ice, and Licensor will remove, at no cost to Licensee, all ice on or under the Venue floor prior to the time access is given to Licensee in accordance with paragraph 1(a) above. In the event Licensor is required to furnish ice in connection with the use of the Venue by others immediately after the Engagement, it will not turn on any refrigeration equipment until after the completion of the Engagement.

28. **FORCE MAJEURE:** Neither party shall be liable to the other party for the failure to perform any of the terms and conditions of this Agreement when such failure is attributable to an Act of God, by the government taking possession of the Venue or other government rules, regulations or actions, circumstances limiting the ability of the Event or its personnel to travel (such as, but not limited to, railroad, airline or bus strike or accident, severe weather conditions, declaration of a national or state emergency, etc.) or by any other circumstances not under the control of such party. If any such event shall cause a delay but shall not be an independent reason for cancellation of an entire Engagement, the remaining Events shall be presented and this Agreement shall continue to be in full force and effect, except as to the number of Events. If the Event is prevented by Licensor by reason of any labor disputes between Licensor and any of its employees or between Licensor and any other personnel it has agreed to provide under the terms of this Agreement, Licensee is hereby authorized to contract for the necessary labor required for the Engagement at Licensor's expense.

29. **ASSIGNMENT:** Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except that no such consent shall be required in the case of an assignment by Licensee to a corporation or other entity which owns or acquires substantially all of its stock or assets and carries on its business in substantially the same manner. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective permitted successors and assigns.

30. **NOTICES, CONSENTS OR APPROVALS:** Any notices, consents or approval required or permitted hereunder shall be properly given if in writing and personally delivered or forwarded by mail, postage prepaid, addressed to the following addresses (or such other addresses as may from time to time be designated in writing by either party):

To Licensee:

Feld Motor Sports, Inc.
8607 Westwood Center Drive
Vienna, VA 22182
ATTN: Bob Boggess
Vice President, Feld Motor Sports, Inc.

To Licensor:

IZOD Center
50 State Route 120
East Rutherford, NJ 07073
ATTN: Matthew Bell
Director of Booking & Event Services

31. **PROTECTION OF PROPRIETARY/CONFIDENTIAL INFORMATION:** Any non-public information that either party furnishes, directly or indirectly, to the other, including, without limitation, information in tangible or intangible form relating to and/or including trademarked, copyrighted or otherwise proprietary information of either party, financial and marketing information, negotiation strategy, business plans, contractual terms, budgets, mailing and customer lists, attendance figures, sales volume, customer data, current or prospective relationships with vendors or independent contractors, business policies or practices, and information received from others ("Confidential Information") shall not be disclosed, copied, reproduced or otherwise made available to any other person or entity without the consent of the owning party except as required under court order or the Freedom of Information Act (5 U.S.C. Section 552). Each party agrees to use its best efforts to maintain the confidentiality of the Confidential Information. Each party agrees that the other party ("Disclosing Party") is not liable for the disclosure of the Confidential Information which, after notice to and consultation with the party whose Confidential Information is at issue ("Non-Disclosing Party"), the Disclosing Party determines may not be lawfully withheld, provided the Non-Disclosing Party has been given a reasonable opportunity to seek a court order to enjoin disclosure.

32. **INDEPENDENT PARTIES:** The parties hereto are acting as independent contractors and independent employers. This Agreement is not intended to create, nor shall it be construed as creating, a joint venture or partnership.

33. **PRIVATE MANAGEMENT:** If Licensor is a private management company and if at any time during the term of this Agreement, Licensor ceases to be the operator for the Venue, Licensee shall have the right but not the obligation to terminate its Agreement by notifying Licensor who, in turn, shall notify the owner of the Venue as to Licensee's decision.

34. **WAIVERS:** The delay or failure of either party to assert or exercise any right, remedy or privilege hereunder shall not constitute a waiver of any such right, remedy or privilege. No such waiver shall be effective unless in writing, and then only in the specific instance for which given.

35. **WRITTEN MODIFICATIONS:** This Agreement constitutes the entire understanding between the parties and may not be modified or amended orally but only by an instrument in writing signed by both parties.

36. **VALIDITY:** The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part hereof.

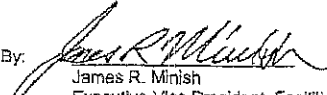
37. **HEADINGS:** All headings of paragraphs and sections used in this Agreement are for convenience purposes only.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective officers duly authorized as of the date first written above.

Licensor:

NEW JERSEY SPORTS
AND EXPOSITION AUTHORITY

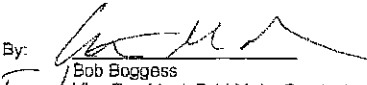
By:


James R. Minish
Executive Vice President, Facilities

Licensee:

FELD MOTOR SPORTS, INC.

By:


Bob Boggess
Vice President, Feld Motor Sports, Inc.

AMENDMENT TO AGREEMENT
(Please note any requested revisions here)

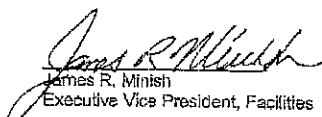
1. In reference to paragraph 7 (STAGEHANDS), Licensor is only obligated to cover the cost of stagehand labor to the extent consistent with past practices. Licensee shall reimburse Licensor for any stagehand costs in excess of what has been used for Licensee's most recent motocross engagement at the Venue.
2. In reference to paragraph 8 (LICENSES AND PERMITS) Licensee shall obtain and pay for a pyrotechnic permit, if required for the Event.
3. Paragraph 9(f) shall be revised to read as follows: "Provide sufficiently equipped office space in the Venue for the staff of the Event for a period consistent with the terms of occupancy as outlined in paragraph 1 above."
4. In reference to paragraph 16 (CONCESSION RIGHTS), Licensee and Licensor mutually agree that Licensor shall sell Licensee's program books, novelties and souvenirs and retain sixteen percent (16%) of the gross receipts net of tax and credit card commissions from the sale thereof.
5. Notwithstanding the last two sentences of paragraph 16 (CONCESSION RIGHTS), it is understood that Licensor will make standard entry and exit procedure announcements at entry gates.
6. In reference to paragraph 18 (BROADCAST RIGHTS AND TRADEMARK), Licensee shall be responsible for all costs associated with any broadcasting or recording of the Engagement.
7. In reference to paragraph 20 (SPONSOR(S)), Licensee agrees that fulfillment of its sponsor obligations for the Engagement hereunder shall not interfere with Licensor's commitments to existing Venue sponsors.
8. The following shall be added as paragraph 38 (GROUP SALES): "At Licensee's request, Licensor may engage in group sales for the Engagement hereunder. In such case, Licensor shall receive a commission of ten percent (10%) for group sales of twenty (20) or more."

The foregoing amendments have been accepted and incorporated as part of the Agreement between NEW JERSEY SPORTS AND EXPOSITION AUTHORITY and FELD MOTOR SPORTS, INC. dated the 19th of November, 2009.

Licensor:

NEW JERSEY SPORTS
AND EXPOSITION AUTHORITY

By:


James R. Minish
Executive Vice President, Facilities

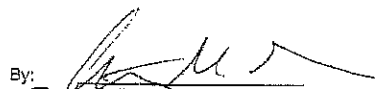
Date:

2.23.10

Licensee:

FELD MOTOR SPORTS, INC.

By:


Bob Boggess
Vice President, Feld Motor Sports, Inc.

Date:

2.24-10

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of January, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Jay Z Concert

Date:	March 6, 2010
Time:	8:00 pm – 11:00 pm
Event Length:	3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 6th day of March, 2010 and to the 7th day of March, 2010 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Jay Z
Young Jeezy

Trey Songz

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.


48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

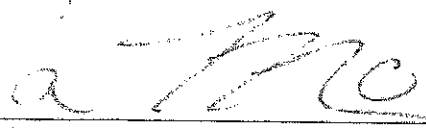
49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

LIVE NATION WORLDWIDE, INC.

By 
Jason Miller

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor	\$250.50
Floor/Lower Tier	\$139.50
Lower Tier/Upper Tier	\$99.50
Upper Tier	\$69.50
Upper Tier	\$39.50

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

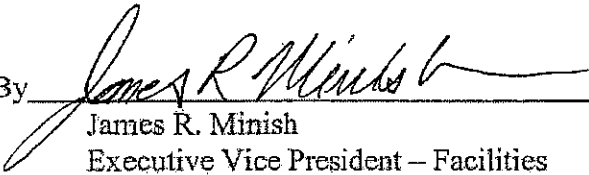
- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

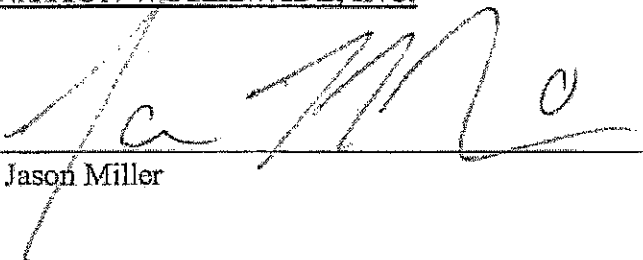
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish
Executive Vice President – Facilities

LIVE NATION WORLDWIDE, INC.

By  _____
Jason Miller

IZOD CENTER LICENSE AGREEMENT

30th

JAN *MS*
2009

C0156

THIS AGREEMENT, made and entered into this ~~20~~ day of October, ~~2009~~ by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Lakewood Church, Inc., 3700 Southwest Freeway, Houston, TX 77027 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Joel Osteen Ministries March 18, 2010

Date(s): ~~October 20, 2009~~ - Optional Event Date

March 19, 2010 ~~October 20, 2009~~ - Event Date

Time(s): 7:30 pm - 10:00 pm

Event Length(s): 2 1/2 hours

MS *JAN*

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the ~~20th~~ day of ~~October~~, ~~2009~~ and to the ~~20th~~ day of ~~October~~, ~~2009~~ at 3:00a.m. ^{19th} for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

d. ALTERNATIVE TIME OF USE FOR OPTIONAL EVENT DAY:

Notwithstanding the above, upon written notice from LICENSEE, LICENSOR may agree to provide the ARENA to LICENSEE commencing at 8:00 a.m. on the ~~20th~~ day of ~~October~~, ~~2009~~ should LICENSEE decide to have an additional event on such date. It is understood that all terms of this Agreement shall apply should LICENSEE be decide to use the additional event date.

JAN *MS*

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the following License Fee:

A) One day License Fee for 1 or 2 shows in the same day - ~~October 22, 2009~~ ^{March 19, 2010} MS
\$19,500 plus expenses when attendance (turnstile count) is less than 10,000
\$29,500 plus expenses when attendance (turnstile count) is between 10,000 - 14,999
\$39,500 plus expenses when attendance (turnstile count) is 15,000 or higher

B) Additional Event day License Fee - ~~October 22, 2009~~ ^{March 18, 2010} MS
\$9,750 plus expenses when attendance (turnstile count) is less than 10,000
\$14,750 plus expenses when attendance (turnstile count) is between 10,000 - 14,999
\$19,750 plus expenses when attendance (turnstile count) is 15,000 or higher

It is understood that should an event on ~~October 22, 2009~~ ^{March 18, 2010} take place, that the License Fee noted in part B above is in addition to the License Fee for part A above, which is the License Fee for ~~October 22, 2009~~ ^{March 19, 2010} MS

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation. Notwithstanding the foregoing, it is understood that the LICENSEE is a tax exempt organization and shall provide written evidence of such tax exempt status to LICENSOR 10 days prior to the event(s).

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

~~_____~~ MS
In the event that there is no rail access to the Arena, for the Event LICENSEE will be entitled to a 50% discount on the Licensee Fee.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will also be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI/SESAC Music License Fees, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. Ticket Prices – TBD

e. The ticket price(s) shall include a \$3.00 facility fee, which the LICENSOR will be entitled to retain. The facility fee shall be split (after applicable taxes) between LICENSOR and LICENSEE as follows: 2/3 LICENSOR, 1/3 LICENSEE

f. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

g. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

h. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats).

i. Suite 121 shall be allocated to the LICENSEE.

j. 25 complimentary tickets shall be allocated to the LICENSOR per event.

k. 1200 complimentary tickets shall be allocated to Licensee per event.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Joel Osteen Ministries

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **LETTER OF CREDIT OR CASH ADVANCE – PAYMENT OF EXPENSES**

The LICENSEE shall post a non-refundable deposit of \$10,000 to LICENSOR upon contract signing but no later than November 19, 2008 and such non-refundable deposit shall be applied to the payment of the License Fee and Event Expenses as outlined within this Agreement.

March 9, 2010 *[Signature]* MS

Ten (10) business days prior to the Event (~~October 2, 2009~~), LICENSEE shall deliver to LICENSOR and unconditional, irrevocable standby letter of credit (the "Letter of Credit") in a form issued by an American financial institution acceptable to LICENSOR, naming LICENSOR, as beneficiary or alternatively, at LICENSEE'S election, a Cash Deposit, which Letter of Credit or Cash Deposit shall be the total of subtracting the total Gross Tickets Sales for the event(s) to date held by the ARENA Box Office (does not include any tickets taken on consignment) from a single show expense projection of \$101,246. For clarity, if Gross Ticket Sales (after applicable sales tax) equals \$75,000 (including the \$10,000 deposit) ten (10) business days (~~October 2, 2009~~) prior to the Event, LICENSEE shall post a Letter of Credit or Cash Deposit to LICENSOR in the amount of \$26,246. Should there be an additional event, the Gross Ticket Sales for both events shall go against a two-show expense projection of \$159,673. By its own terms, the Letter of Credit posted shall expire only upon the earlier of:

[Signature]
MS
March 9, 2010
[Signature]

1) notification by LICENSOR – to the issuer of the Letter of Credit that LICENSOR has been paid and / or received the entire License Fees, expenses and reimbursements of the Agreement for which it was posted.

2) Ninety (90) days after the Event

10. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale

receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

11. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

12. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

13. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims

found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

14. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

15. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

16. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

17. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: LICENSEE shall be permitted to sell its own merchandise with no buyout due to LICENSOR or ARAMARK for such rights. All merchandise stand locations are subject to LICENSOR approval.

d. No alcohol or tobacco products will be sold during the event.

18. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

19. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege. Licensor hereby grants Licensee the right to record the event for archival purposes.

20. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

21. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

22. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

23. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

24. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

25. **PARKING**

Parking will be controlled and operated by the LICENSOR or its concessionaire, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR or its concessionaire.

26. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

27. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for

any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

28. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

29. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

30. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

31. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

32. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

33. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

34. **OPENING HOURS**

LICENSOR agrees to open doors for the Event(s) at 6:00pm.

35. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

36. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building. There will be no intermission during the event.

37. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement

date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

38. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

39. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

40. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any material covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

41. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

42. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

43. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

44. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

45. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

46. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

47. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought in regard to this Agreement must be filed in the State of New Jersey.

48. **RELATIONSHIP**

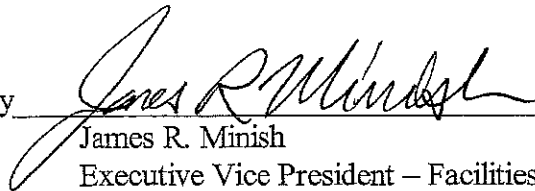
The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

49. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

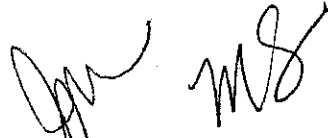
By


James R. Minish
Executive Vice President – Facilities

LAKWOOD CHURCH, INC.

By Mary Sims
Mary Sims
Assistant Administrator

*** Confidentiality



The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third party without the prior written consent of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency LAKWOOD CHURCH		TAX IDENTIFICATION #74-6066273
Address (Street & number, P. O. Box or Route number) PO BOX 23297		Phone (Area code and number) 713-635-4154
City, State, ZIP code HOUSTON, TEXAS 77228		

I, the purchaser named above, claim an exemption from payment of sales and use taxes for the purchase of taxable items described below or on the attached order or invoice form:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

RELIGIOUS ORGANIZATION - CHURCH 501 (C) (3)

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

SIGN here	Purchaser	Title	Date
	<i>Kevin Comas</i>	ADMINISTRATOR	1 / 1

NOTE. This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of January, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Teen Mania Ministries, Inc., P.O. Box 2000, Garden Valley, TX 75771 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Acquire the Fire

Dates & Times:

April 15, 2010 - Load In

April 16, 2010 - 7:00 PM - 10:00 PM

April 17, 2010 - 9:00 AM - 10:00 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 15th day of April, 2010 and to the 18th day of April, 2010 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$85,000 plus expenses.

Payment schedule for rent and expenses by LICENSEE to LICENSOR shall be as follows:

-\$5,524.52 non-refundable deposit – has been received by LICENSOR
-\$10,000 non-refundable deposit – due by February 17, 2010
-\$224,475.48 deposit due by April 5, 2010 *March 9* *facultary 3/9/10* *[Signature]*
(\$69,475.48 rent plus \$155,000 in estimated expenses – estimated expenses include \$5,000 Aramark merchandise buyout)

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will also be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 45 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by the LICENSOR.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

d. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

e. Suite 121 shall be allocated to the LICENSEE.

f. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

g. The LICENSOR shall be allocated 25 complimentary tickets per show.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

TBD

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at

public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries; doors; passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: ARAMARK has agreed to a \$5,000 merchandise buyout for the Event. LICENSEE shall pay the \$5,000 merchandise buyout to LICENSOR and LICENSOR will remit such payment to ARAMARK.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred

by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be

made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes; but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR or its designee, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR or its designee.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The

proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing

such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

-April 16, 2010 – 6:00 PM

-April 17, 2010 – 8:00 AM

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. NON-ASSIGNMENT

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. DEFAULT

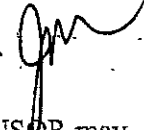
LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. CIVIL RIGHTS

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. FORCE MAJEURE

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which either party is unable to avoid by exercise of due diligence, neither party shall have ~~no~~ obligation or liability whatsoever to the other as a result thereof.

any - Jacob Fay 3/15/10 

42. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. LICENSOR shall notify LICENSEE (oral or written) of any work or services being performed that are unsatisfactory and LICENSOR shall give LICENSEE reasonable time to cure said items. Should LICENSEE fail to cure said items, LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time.

43. SEVERABLE AGREEMENT

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought in regard to this Agreement must be filed in the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

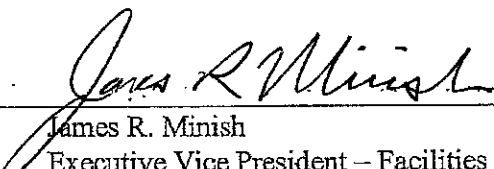
48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

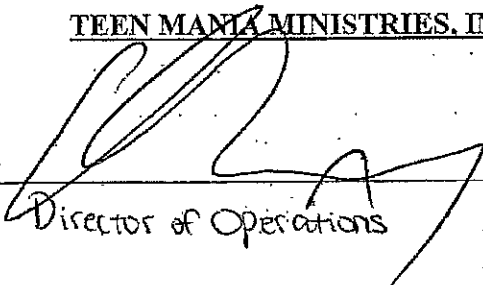
49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

TEEN MANIA MINISTRIES, INC.

By 
Director of Operations

27 HOURS | ATF

acquire the fire

Teen Mania Ministries, Inc. Addendum "A"

1. Acquire the Fire is the recognized name of the event, and should be used in any advertising, or event schedule from the venue. Teen Mania Ministries, Inc. is the legal named Licensee, but not the event name. In any advertising from the venue, attendees can pre-register by calling 1-800-329-FIRE.
2. Any notices, demands, statements, or documents are required to be sent to the Acquire the Fire scheduling coordinator Sarah Lay 22392 FM 16 W Garden Valley, TX, 75771, via email at sarah.lay@teenmania.org, or faxed to 903-324-8105.
3. Licensee's registrations shall not be regarded as "tickets" or "ticketing" for the purpose of this agreement.
4. Licensee shall have full rights to perform altar calls/call downs according to its specifications.
5. Licensee requires for concessions to not interfere with the altar calls during our event. Concessions have the option of operating Friday evening from 5:45pm-7:00pm, on Saturday from 8:00am-9:00am, Saturday Lunch from 11:45am-1:45pm, and Saturday dinner from 4:45 pm-7:00pm. Any changes in these times must be agreed upon with our event managers on site. ~~No concessions shall be sold on the arena floor. ***~~
- 6.
7. Licensee shall have the right to set up merchandise sites in agreed upon locations and sell non-food related merchandise ~~for a buyout fee of \$5,000. ***~~
8. Suite Box occupants must purchase a registration to the event. ***
9. Licensee will have at its disposal all available, venue owned chairs, tables, bike rack/barricades, pipe & drape, and staging necessary for the event, within reason. Any items needing to be rented from an outside vendor will be paid for by ATF. ***
10. Licensee shall have the right to take offerings during the event and retain 100% of the amount collected.
11. Licensee reserves the right to display signs regarding general admission and breakout area directions. ***
12. Licensee has the right to use volunteers.
13. All staffing requirements must be discussed with ATF's Event Manager in advance.
14. Licensee staff and production vehicles will be given 20 parking passes for the duration of the event, move in and move out times; Production trucks will not be charged for parking.
15. Licensee may broadcast closed circuit television to another Acquire the Fire gathering at no additional charges. ***
16. Acquire The Fire requires breakout spaces as part of their event. Details for breakouts will be arranged with the Event Manager of that event. Please contact Sarah if these arrangements have not been finalized. ***
17. Licensee shall have the rights to the contracted facilities for the following hours: Thursday (Load in) 7am-10pm; Friday (event day) 7am-12midnight; Saturday (event day and move out) 7am until 3am Sunday morning. Licensee is allowed to move out until Sunday at 3 am, for no additional charge. The public will vacate facility by midnight each night and Licensee staff may clean up Sunday morning as Licensee finishes move out. ***

*** - denotes reference to Addendum "D" attached hereto

New Jersey Sports & Exposition Authority
 I-207 Center
 East Rutherford, NJ
 Licensor

By:

Date:

Jesus R. Mendez
 March 3, 2010

Teen Mania Ministries
 Garden Valley, TX
 Licensee

By:

Date:

[Signature]
 3/8/10

Teen Mania Ministries, Inc. Addendum "B"Acquire the Fire Volunteer Outline

Our volunteer team is made up of adults who are assigned a job in one of three areas:

Merchandise: These people work behind our tables, selling our shirts, books, CD's and novelties. The tables are only open during our breaks, these volunteers are able to sit in on our sessions. We do have at least one person remain at each table during the sessions to send wandering attendees back to their seats and to watch over the table.

Door Team: These people help us as at the doors as greeters, even pass/wristband checkers, manual passers, and general human speed bumps to keep the kids from running as they come in. They also help throughout the weekend with the people flow in the concourse of each of our 2 breakout areas/rooms, mainly directing attendees where to go during the movement times.

Ushers: These hard workers are assigned to the inside of the arena. They are placed at an average of 1 per 10 rows of seats in each aisle. Their main goal is to: stop any running in the aisles, pass out materials to all attendees at different times during the weekend, and receive our two offerings.

All of our volunteers are given a vest (red or black) that has our logo and "Here to Serve!" written on the back. Also, they are all trained Friday afternoon for the jobs they will help us with for the duration of the event.

For an average event, we recruit approximately 2% the number of attendees to be volunteers (50-150).

*** - denotes reference to Addendum "D" attached hereto

Teen Mania Ministries, Inc. Addendum "C"

Acquire the Fire Insurance Outline

Acquire the Fire Event Insurance Coverage Outline		
Type of Coverage	Limit Requested	Teen Mania's Coverage Amount
General Liability	General Aggregate	5,000,000
	Products Aggregate	2,000,000
	Personal & Advertising	1,000,000
	Each Occurrence	1,000,000
	Fire Damage	300,000
	Medical Expense	5,000
	Occurrence Form?	Yes
Automobile Liability	Combined Single Limit	1,000,000
Workers' Compensation	Each Accident	1,000,000
	Each Disease	1,000,000
	Disease- Per Employee	1,000,000

Sarah Lay

From: Matthew Bell [MBell@NJSEA.COM]
Sent: Thursday, January 28, 2010 10:52 AM
To: Sarah Lay
Subject: "Addendum D" to the Venue Licensing Agreement - IZOD Center -April 15-17, 2010

Attachments: M0180426100286040200.pdf



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"Addendum D"

Sarah--

As we did in 2008 & 2009, I noted our points of concern for your Addendum A & B that you have attached to the venue agreement. I will attach this sheet and make it Addendum D like we did for the 2008 & 2009 events.

As I recall, I believe all points were satisfactory to both parties. If there is something we need to discuss, please let me know.

Sincerely,

Matt

POINT 5 - Aramark's workers are also union. They will stay open during all event times and will cooperate with your after calls. This is what we did for the 2008 & 2009 events.

POINT 7 - The merchandise buyout in 2008 & 2009 was \$5,000. It will remain the same for the 2010 event.

POINT 8 - Our suites are sold on an annual basis and their tickets to all events are complimentary.

POINT 9 - Any additional items that we can't provide will need to be rented by ATF.

POINT 11 - Signage locations will be mutually agreed upon and no signage can cover any existing venue signage. The signage locations can not pose a safety risk.

POINT 15 - There may be additional stagehand labor charges for recording/televising the event. There is no longer a stagehand bonus, however there may be applicable labor charges for such recordings.

POINT 16 - The breakout rooms will be in mutually agreeable locations.

POINT 17 - I put 8:00 AM in the contract for occupancy time on the load in date, which is April 15, 2010. In the addendum you ask for 7:00 AM.

I would rather wait and see what the event is prior to yours before committing the building to you earlier. I have no problem letting you in earlier, but I don't want to put our operations staff in a bad place by giving you the building before it is actually "ready".

Addendum B - We have no problem with you using volunteers, but we ask that they are referred to as "volunteers".

We ask that their shirts not say "event staff", but remain as "volunteer". This will assist us with letting our admissions and security unions know that they are all "volunteers".

Again if you have any questions, please let me know.

February 22, 2010

Byron Allen
International Merchandising Corporation
304 Park Avenue South
New York, NY 10010

Re: Amendment to License Agreement dated March 19, 2009 between the New Jersey Sports & Exposition Authority and International Merchandising Corporation for the Smucker's Stars on Ice performances in 2009 and 2010.

Dear Mr. Allen:

The terms of the above referenced agreement are modified as follows:

Section 1 (b) – Description of Event

Event – Smucker's Stars on Ice

Date – April 10, 2010

Time – 7:30 PM – 10:30 PM

Event Length – 3 hours

Section 1 (c) – Time of Use

Under this Agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 10th day of April, 2010 and to the 11th day of April, 2010 at 3:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate, such approval shall not be unreasonably withheld.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers for the presentation of the Event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

Section 6 (a) – Ticket Prices

Ticket prices for the 2010 Event are as follows:

\$153.00
\$88.00
\$53.00
\$28.00

February 22, 2010

Page 2

The \$3.00 facility fee, which the LICENSOR will be entitled to retain, is included in the ticket prices above.

Net Capacity per show - TBD

Section 36 – Opening Hours

LICENSOR agrees to open doors for the Event at the following time:

April 10, 2010 – 6:30 PM

A new Addendum to the Agreement specifically for the 2010 Event is attached hereto.

Except as modified within this amendment, all other terms and conditions of the existing agreement between the parties dated March 19, 2009 shall remain in full force and effect.

Accepted by:



Byron Allen
International Merchandising Corporation

Dated: February 26, 2010



James R. Minish
Executive VP – Facilities
New Jersey Sports & Exposition Authority

Dated: March 2, 2010

ADDENDUM

**IZOD Center
East Rutherford, NJ
Saturday, April 10, 2010**

Show time is 7:30 p.m. Doors open at 6:30 p.m. The Licensee will have access to the arena from 6:00 a.m. on the show day until 3:00 a.m. the day after the show.

Ticket prices are \$153, \$88, \$53, and \$28. The public on-sale date is Thursday, December 10, 2009. *The ticket prices include the \$3.00 facility fee, which the Licensor shall be entitled to retain.*

The Licensee will have the right to 1,000 complimentary tickets. The value of all complimentary tickets will not be included in computing gross receipts. See ticket rider for further requirements. *Licensor shall be entitled to complimentary tickets so long as the amounts are reasonable and consistent with past business practices.*

Rental Fees:

Ice, zamboni, and zamboni driver are included in the rental fees. Minimum ice dimensions are 69' x 168'. The minimum ice thickness is 1.5 inches (this is very important for the skaters' safety). See technical rider for further ice requirements.

Parking for three 45' tour buses and two tractor-trailers, and the use of Licensor-owned equipment required by production (incl. laundry facilities), as available, are included in the rental fees.

Sponsor Requirements:

The Title Sponsor of the Event is Smucker's. Licensor warrants that it will not permit the name or logo of any conflicting/competing sponsor (fruit spread or peanut butter product) to appear in connection with the advertising or ticket sales for the Event, nor allow same to appear in the ice or on signage at the Premises, *however it is understood that no permanent Licensor Sponsor signage will be required to be covered (conflicting or non-conflicting)* Licensor will make available to Smucker's prime booth space within the main concourse for display purposes. Licensor will allow Smucker's to hand out product samples to patrons upon their exit from the Premises.

subject to licensor approval

Licensor will include the complete title of the Event including presenting sponsor (i.e. "Smucker's Stars on Ice presented by XYZ Corporation") on the marquee or on other outdoor signage.

Licensee will have the right to display video boards in the Premises, specifically, four LED panels at ice level. These signs will display the sponsors of the Smucker's Stars on Ice Tour (the "Tour") – Smucker's, Jif, Crisco, and others to be determined. Licensee will also have the right to make periodic public address announcements, *which relate to their sponsors.*

All additional event sponsors are subject to Licensor approval so that any additional sponsors do not conflict with existing Licensor exclusive sponsors.

Licensee will have the right to run a tape promoting the Boys & Girls Clubs of America (the "Official Tour Charity") before and at the intermission of the Event. Licensor will notify Licensee in writing of any charges related to this.

Marketing:

Licensee shall approve in advance all marketing expenses incurred and marketing materials created by Licensor. All advertising placed by Licensor will include the complete title of the Event. Affidavits, tear sheets, and invoices are required at settlement for advertising reimbursement.

Licensor will send a minimum of two e-mail blasts at no charge to its list of past patrons, season ticket holders and suite holders to promote ticket sales for the Event. The first is a pre-sale announcement to the entire list, and the second a reminder during the second week of the Olympic Games (February 22-26, 2010) *or at other times mutually agreed to by the parties.*

Group Sales:

Licensee retains the services of Licensor as the exclusive group sales representative for the Event. Licensor agrees to conduct an extensive group sales campaign for Licensee in accordance with the procedures listed below.

Licensee agrees to provide Licensor with photos, bios, logos, press releases and full-color flyers which Licensor will have imprinted with local information and mailed to groups in the area.

Licensor agrees to prepare an estimated budget of all Group Ticket Sales related expenses and submit it to Licensee for approval prior to starting the sales campaign. Licensor will not be reimbursed for any expenses not approved in advance by Licensee and for which appropriate documentation (invoices, receipts) is not submitted to Licensee. Licensee agrees to consult with the box office and Licensor regarding the quantity and location of Group Ticket Sales seats when the ticket orders are placed.

All printed materials must first be approved by Licensee.

Unless otherwise mutually agreed upon by the parties

A "Group Ticket Sale" consists of a minimum of ten (10) tickets sold by Licensor to one group for the Event.

Group Ticket Sales will be at a \$10 discount per ticket ordered on all prices except the top price. On-ice seats are not available for Group Ticket Sales. Licensor agrees to cease all Group Ticket Sales activity five (5) days prior to the Event, and all unsold Group Ticket Sales seats will be released for general ticket sales at that time. All monies collected by Licensor must be submitted to the box office no later than three (3) days prior to the Event.

Licensor agrees to submit to Licensee a legible list of all processed Group Ticket Sales orders. Licensor agrees to record all Group Ticket Sales on specific order forms. All such sales are subject to final audit by the facility box office and Licensee the day of the Event, such audit to be based on the information recorded on the order forms. All forms will include the organization, address, telephone number, contact name, and final number of tickets purchased.

Novelties and Merchandise:

Licensee will be permitted to sell programs, Tour clothing, magnets, totes, mugs, pins, and plush, and will use Licensor's agents. The merchandising split which is calculated on gross sales of these items less the deduction of any sales taxes and credit card commissions will be 70% to Licensee and 30% to Licensor. Licensor will pay the vendors from its share of the merchandising split.

Licensee will also be permitted to sell Tour-licensed and ^{programs}royalty-based merchandise, including, but not limited to videos, compact discs, photos, books, etc. The merchandising split which is calculated on gross sales of these items less the deduction of any sales taxes will be 85% to Licensee and 15% to Licensor. Licensor will pay the vendors from its share of the merchandising split.

Final payment for program and novelty sales will be paid to Licensee within three business days of the Event. Payment should be made to International Merchandising Corporation, 304 Park Avenue South, Fifth Floor, New York, NY 10010.

Licensee retains the rights to all radio and television broadcasts and warrants that no same day coverage will be broadcast within a 120-mile radius of the venue. *Licensee is responsible for all expenses incurred for such recordings.* Licensor will not hold an ice show or competition within the 45-day period prior to and the 30-day period following the Event.

Licensor will not release ticket sales figures to outside organizations unless requested to in writing by Licensee. This includes all trade publications and services.

The Tour donates \$.50 from the sale of each ticket to the Official Tour Charity. The total of this donation will be deducted from gross ticket sales before computing any taxes or rental percentage calculations. *The \$.50 charity donation is subject to the NJ state Division of Taxation laws.*

All customer lists for ticket selling are the property of Licensee and may not be given to any third party without the consent of Licensee. Copies of all customer lists will be given to Licensee immediately following the Event.

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of February, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Event Services, Inc., a wholly owned subsidiary of World Wrestling Entertainment, Inc. P.O. Box 3857, 1241 East Main Street, Stamford, Conn. 06902 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

WWE presents "Monday Night Raw"
Date: April 19, 2010
Time: 8:15 PM – 11:45 PM
Event Length: 3 hours 30 minutes

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00am on the 19th day of April, 2010 and to the 20th day of April, 2010 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of 15.0% of gross admissions revenues, plus a flat expense fee of \$20,000. Gross admissions revenues shall be defined as the total amount derived from the sale of tickets less only the NJ State sales tax. The Authority will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the Authority for the production of the Event.

The LICENSEE will be required to pay for stagehands, insurance, credit card charges, phone charges, ASCAP/BMI Music License Fee, lights, sound, staging, valet service, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel (excluding stagehands) required to move-in the Event, operate the Event and move-out the Event. Authority retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime

resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the AUTHORITY all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the AUTHORITY undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total for groups of 15 or more on ticket prices \$33.00 and \$23.00 and up to 300 seats priced at \$63.00 and up to 300 seats priced at \$48.00. Prices are \$5.00 off each ticket's regular price.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

WWE presents "Monday Night Raw"

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE and the AUTHORITY, which insures all operations of the AUTHORITY and LICENSEE contemplated by this Agreement, and at the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any agents or performers and any contractors or sub-contractors retained by the LICENSEE. Coverage may be provided under one policy naming both AUTHORITY and LICENSEE as named insured or separate policies may be provided.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or

with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 75% to WWE, Inc. 25% to ARAMARK.
ARAMARK to provide and pay for sellers. Taxes, bootleg security and credit cards off the top.
85% to WWE, Inc. 15% to ARAMARK on CD's, DVD's and Video's only. Taxes, bootleg security and credit cards off the top.

17. **BROADCAST RIGHTS**

AUTHORITY grants all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSEE shall be responsible for any additional union labor or fees due to the broadcast.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

AUTHORITY grants to LICENSEE the right to record, either visual or audio the event. LICENSEE shall be responsible for any additional union labor or fees due to filming, taping or recording the event. LICENSEE will negotiate the fees directly with Local 632.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, (other than existing building spots), or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be

permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 7:15 pm

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**


This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

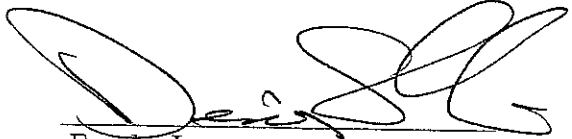
This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

ADDENDUM

Lessor shall furnish the venue large-screen and ribbon board video system on an exclusive basis during lessees programming. Such systems shall be operated according to the rules and regulations established from time to time by the lessor and lessee shall have the right to use such systems without additional cost except for the cost of the video system operating personnel, concurrently with the lessees use of such systems.



For the Lessor
James R. Minish



For the Lessee

2.23.10

Date

3/1/10

Date

This Addendum is annexed to this contract and incorporated Within the terms and conditions herein stated. Signature of Both the Lessor and Lessee must be affixed.

*** It is understood that lessor shall be entitled to use such video and ribbon boards prior to and following lessee's event so that lessor can fulfill its sponsor promotion obligations. Lessor agrees not to run such sponsor promotions during Lessee's event.

Event Services, Inc.
Standard Contract Addendum

1. COMPLIMETARY TICKETS

Complimentary tickets shall be under the exclusive control of Event Services, Inc a wholly-owned subsidiary of World Wrestling Entertainment, Inc. and shall be issued in an amount deemed necessary by Event Services, Inc. for the purpose of promoting this event. For the purpose of settlement, where permitted by law, complimentary tickets shall have a \$0 face value. *Notwithstanding the above, the Authority shall have the right to use up to 50 complimentary tickets at its discretion.*

2. PARKING

It is agreed that all venues with parking facilities shall provide free parking to Event Services, Inc. and World Wrestling Entertainment, Inc. talent and agents on a first come first serve basis upon presentment of appropriate Event Parking Permits.

3. TICKET MANIFEST

Licensor/Lessor shall provide event Services, Inc. as soon as practicable, but in no case less than two weeks prior to the event, with a complete manifest setting forth the number of tickets for the event, ticket pricing and other related information.

4. CONCESSIONS

Neither the licensor/lessor nor his concessionaire shall sell its own souvenirs, novelty items, t-shirts, programs, DVD's, CD'S or Videos at this event. Only official World Wrestling Entertainment, Inc. merchandise provided by World Wrestling Entertainment, Inc. shall be sold. Additionally, no sampling, giveaways or soliciting of WWE patrons or distributing of promotional materials at the venue is permissible without prior approval from Event Services Inc. or World Wrestling Entertainment, Inc. Licensor/Lessor further acknowledge that no intermission will be held for Event Services Inc/World Wrestling Entertainment, Inc. televised or Pay Per View events.

5. GROUP TICKETS

Group sales will ~~not~~ be offered by the Licensor/Lessor with~~out~~ the prior approval of Event Services, Inc.

See Section 5 (d) of the venue contract

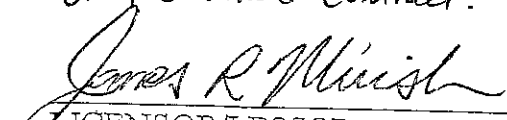
6. CLUB SEATS/SUITES

No Club Seats or Suites are to be sold at premiums unless approved by Event Services, Inc.

7. ANCILLARY RIGHT

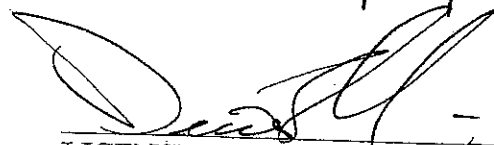
LICENSOR/LESSOR shall not cause or allow any person or entity to videotape, film, photograph, record, distribute, communicate, publish, transmit, broadcast, exhibit, or reproduce in any manner whatsoever for any media whatsoever whether now known or hereinafter devised ("Record") any activities surrounding the Event at the venue, which include, but are not limited to the following: set-up, staging, rehearsals, meetings, prerecording elements, the Event itself, and any other WWE-related activities during the term of the contract without the express prior written consent of WWE ("Protected Activities"). If LICENSOR/LESSOR directly or indirectly cause, or allow any person or entity to Record such Protected Activities, WWE shall be entitled to equitable relief and such other relief as any court of competent jurisdiction may deem just and proper.

LICENSOR/LESSOR certifies that the venue may be photographed, videotaped or otherwise recorded by WWE in connection with the Event. LICENSOR/LESSOR grants WWE the sole and exclusive right, including the right to authorize others, to use and incorporate any photographs and/or footage obtained at the venue, in connection with any exploitation, advertising, promotion and/or packaging, including but not limited to, publications, radio, television, home video or other motion picture programs or sound recordings ("Products") at such times and in such manner as WWE may elect in perpetuity throughout the world, and to publish and/or broadcast, exhibit and/or exploit and/or reproduce the same in any and all media, whether now or hereinafter known or devised. LICENSOR/LESSOR further acknowledges and agrees that WWE shall be under no obligation to use or exploit the photos and/or footage obtained at the venue; that LICENSOR/LESSOR shall not be entitled to any further payments, residuals, monies or other compensation arising out of WWE's exploitation of the photos and/or footage in any manner and that the photos and/or footage shall be the sole and exclusive property of WWE in perpetuity. In this regard, the photos and/or footage shall be deemed created for the benefit of WWE as a work made for hire as defined in the United States Copyright Act of 1976. *Notwithstanding the above, WWE agrees to comply with all payments of any recording made in the venue as per paragraph 18 of the venue contract.*



LICENSOR/LESSOR

James R. Minish




LICENSEE/LESSEE

ADDENDUM

Lessor shall not lease the Facility for use by or in connection with any professional wrestling performance, competition, exhibition or event (collectively a "Wrestling Event") which will occur during the period which (i) begins ninety (90) days prior to the starting date of Lessee's Wrestling Event at the Facility and (ii) ends thirty (30) days after the ending date of Lessee's Wrestling Event at the Facility (the "Exclusivity Period"). Nor shall Lessor permit any of the real, personal, tangible or intangible property, equipment or licenses belonging to or associated with the Facility or the Lessor (collectively "Lessor's Assets") to be used during the Exclusivity Period in connection with the production staging, exhibition, performance, broadcast or telecast of any Wrestling Event intended to be held at the Facility at any time, whether or not during the Exclusivity Period. Nor shall the Lessor permit any of the Lessor's Assets to be utilized during the Exclusivity Period (i) for the advertising, promotion, broadcast or telecast of, or the furnishing of publicity for, any Wrestling Event which is scheduled or intended to occur at any time, whether or not such Wrestling Event would occur during the Exclusivity Period, or (ii) for any advertising, promotion, broadcast or telecast utilizing or publicizing any name, logo, trademark or service mark belonging to or associated with any promoter, or producer of live, broadcast or telecast Wrestling Events other than Events Service Inc. or World Wrestling Entertainment, Inc. In addition, during the time period in which tickets are on sale for a Wrestling Event to be held at the Facility by Lessee or World Wrestling Entertainment, Inc., the Lessor shall not sell or permit the use of any of Lessor's Assets for the sale, advertising, promotion or distribution of any tickets for any other Wrestling Event. Further, Lessor

covenants and agrees that it will cause each of its parents, subsidiaries, affiliates, representatives, agents, employees, successors and assigns to refrain from any act which Lessor has agreed not to take and to prevent any action which Lessor has agreed to prevent.


For the Venue James R. Minish


For Event Services, Inc.

2.23.10
Date

2/10
Date

THIS ADDENDUM IS ANNEXED TO THIS CONTRACT AND INCORPORATED WITHIN THE TERMS AND CONDITIONS HEREIN STATED. SIGNATURES OF BOTH THE VENUE AND EVENT SERVICES, INC. MUST BE AFFIXED.

* It is understood that the exclusivity provisions noted above shall not apply to other family show events or mixed martial arts events to be held at the venue.

* ~~WWE hereby agrees not to stage another World Wrestling Entertainment event within 30 miles of the venue in the State of New Jersey in exchange for such exclusivity rights during the full exclusivity period that applies to the venue noted within this addendum.~~

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**

The ARENA shall at all times be known as IZOD CENTER or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

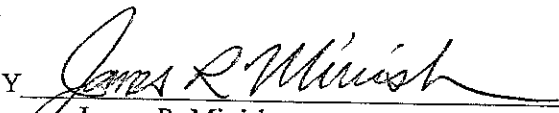
49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

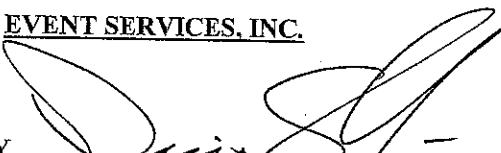
*Addendum annexed hereto is incorporated herein and subject to the terms of this agreement.

BY


James R. Minish
Executive Vice President - Facilities

EVENT SERVICES, INC.

BY


Denis Sullivan
Vice President - Event Booking

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. TBD – Using curtain system

<u>Area</u>	<u>Price</u>
Floor	\$78.00
Floor, Lower Tier	\$63.00
Lower Tier	\$48.00
Upper Tier	\$33.00
Upper Tier	\$23.00

B. The AUTHORITY shall have the right to cause to be set aside for its purchase up to TBD tickets per show.

C. The AUTHORITY has the right to hold seats for suite relocation for obstructed view suites due to production. These tickets are complimentary.

D. The ticket prices above include a \$3.00 facility fee, which shall be split 50% Authority / 50% LICENSEE after deducting any applicable taxes.

2. SUITE REVENUE DISTRIBUTION

A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSEE: 1% of capacity of which 50 tickets shall be allocated to the AUTHORITY per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President – Facilities

EVENT SERVICES, INC.

BY Denis Sullivan
Denis Sullivan
Vice President – Event Booking

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of March 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Fairleigh Dickinson University, 1000 River Road, H-DH3-04, Teaneck, New Jersey 07666-1914 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Fairleigh Dickinson University Commencement
Date: May 18, 2010
Time: 10:00am – 1:00pm
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 18th day of May, 2010 and to the 18th day of May, 2010 at 1:00p.m, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit

for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than May 7, 2010.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

This paragraph is purposely left blank

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Fairleigh Dickinson University Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The AUTHORITY shall be listed as additional insured under such policy.

AUTHORITY shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the AUTHORITY, which insures all operations of the AUTHORITY contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the AUTHORITY. The Licensee shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to AUTHORITY such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY's premises.

Certificates of all such insurance shall be provided to the AUTHORITY not less than seven (7) days prior to each season. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this

Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be

incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY.

In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full

responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 8:30am.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.


48. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President -- Facilities

FAIRLEIGH DICKINSON UNIVERSITY

BY 
Richard A. Riccio
Vice President for Administration

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of March, 2010 by and between the New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer or ARENA Manager, hereinafter referred to as "AUTHORITY", and MONTCLAIR STATE UNIVERSITY, Upper Montclair, New Jersey 07043 hereinafter referred to as "PERMITTEE".

WITNESSETH

A. USE OF PREMISES:

1.a. ARENA: Under the terms and conditions herein, Authority grants PERMITTEE a non-assignable right to use and occupy such portions of the IZOD CENTER, hereinafter "ARENA", described as follows: the Main Arena, and all entryways, vestibules, concourses, seating areas, parking lots, roadways, and patron conveniences associated with maximum usage of the Main Arena. In addition, certain locker rooms and lounges will be designated from existing space for use by the commencement participants as wardrobe and changing rooms.

b. DESCRIPTION OF EVENT:

Montclair State University Commencement Exercises

Date: May 21, 2010

Time: 10:00am

2. TIME OF USE: Under this agreement, PERMITTEE is entitled to use and occupy those portions of ARENA described herein from 6:00 a.m. on the 21st day of May 2010 and terminating at 3:00 p.m. on the 21st^d day of May 2010.

Event Time is 10:00 a.m. Doors open at 8:30 a.m.

B. LICENSE FEE:

In consideration of this permit for occupancy and use of the Arena, PERMITTEE agrees to pay AUTHORITY the sum of \$20,000.00 (twenty thousand) payable on or before May 6, 2010. In addition, PERMITTEE shall reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the event, which is the subject of this Agreement.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to PERMITTEE.

TERMS AND CONDITIONS OF PERMIT

1. APPROVAL OF CONTRACTS

It is agreed that this contract will not be in force until it has been signed by both parties. In the event approval is denied, the deposit will be refunded to PERMITTEE.

2. CANCELLATION BY PERMITTEE

Should PERMITTEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full license fee guarantee as called for by this Agreement shall be payable by PERMITTEE to AUTHORITY as liquidated damages, not as penalty, and PERMITTEE agrees to also pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

3. INSURANCE

See Attachment "A"

4. COMPLIANCE

PERMITTEE agrees that every person connected with PERMITTEE'S use of said building shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the AUTHORITY for the government and management of said building, together with all rules and regulations of the Police and Fire departments of the City of East Rutherford, and, if the attention of said PERMITTEE is called to a violation on the part of PERMITTEE or any personnel employed by or admitted to said premises by said PERMITTEE, said PERMITTEE will immediately desist from and correct such violation.

5. LICENSE AND PERMITS

PERMITTEE agrees to pay promptly all taxes, excise or license fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and PERMITTEE agrees to provide evidence of same to AUTHORITY upon demand in a form and a time requested by the AUTHORITY.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section A.2 above, there shall be an additional charge to the PERMITTEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. DAMAGE TO PROPERTY OF PERMITTEE

The AUTHORITY shall have no responsibility whatsoever for any damage to property of the PERMITTEE or its agents which is placed on the AUTHORITY'S site or facilities or parking lots.

8. PUBLIC SAFETY

PERMITTEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All areas of public access and assembly and all ways of access to public utilities shall be kept unobstructed by the PERMITTEE and shall not be used for any purpose other than ingress and egress to and from premises by the PERMITTEE, unless otherwise agreed to by the AUTHORITY.

9. CONCESSIONS

AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell librettos, flowers, refreshments, cigars, cigarettes, candies, sandwiches, beverages, periodicals,

and other merchandise, to conduct check rooms, and other privileges and PERMITTEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. The PERMITTEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise specific to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise, provided however, the net proceeds of all such sales shall be included in, and considered part of, concession revenues. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

ARAMARK will not sell or dispense alcoholic beverages during the subject event. Notwithstanding the provisions of this paragraph, the PERMITTEE has the right to sell and distribute graduation caps and gowns to event participants and the Authority and ARAMARK waive any claim to revenues generated from the sale and distribution of said caps and gowns.

10. COPYRIGHTS

PERMITTEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event.

11. SERVICES PROVIDED

AUTHORITY will provide at PERMITTEE'S expense, heating/air conditioning, overhead lighting for ordinary use and use of the public address system. AUTHORITY will provide at the PERMITTEE'S expense one daily cleaning of all public spaces and between-show clean-up as possible for events with more than one performance on a single day. Available dressing rooms and offices will be provided at no cost to PERMITTEE.

12. UTILITY CONNECTIONS

Contracts for installations of cables, electricity, gas and plumbing shall be made by AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the AUTHORITY if completed at the request of an exhibitor. The costs incurred by the AUTHORITY for electrical, plumbing, cable or gas installations requested by the PERMITTEE shall be billed directly to the PERMITTEE who will be responsible for payment.

13. ELECTRICITY

In the event extra lights, such as spotlights, television lights, or other special lights or extraordinary electrical power shall be required by PERMITTEE, they shall be paid for by PERMITTEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. Such changes will be charged to the Exhibitor. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

14. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Any damage therein resulting from misuse of any nature or character whatever shall be paid for by the offending party.

15. **STAFFING-EXTRA HELP**

AUTHORITY shall secure, and PERMITTEE shall pay at the rates on AUTHORITY cost sheets at the time for the event all necessary staffing, including security. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection platform stands, staging, props and employee work on overtime resulting from such special service requests made by PERMITTEE will be considered reimbursable costs. These costs shall be considered reimbursable expenses to the AUTHORITY as enumerated in paragraphs 14, 15, and 16 hereof.

16. **PERMITTEE PROPERTY**

AUTHORITY will accept delivery of property addressed to PERMITTEE only as a service to PERMITTEE. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchman or other protective service desired by PERMITTEE must be arranged by specific agreement with the AUTHORITY. In the event that PERMITTEE shall leave any property on the premises after their termination of the engagement contracted from herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

17. **ARENA ACCESS**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

18. **DEFACEMENT OF BUILDING**

PERMITTEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall he make or allow to be made any alterations of any kind therein. That if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of PERMITTEE, the PERMITTEE, will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. PERMITTEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of PERMITTEE, or by or with the consent of PERMITTEE'S employees or any person acting for or on behalf of said PERMITTEE and said PERMITTEE agrees to have on hand at all times sufficient security to maintain order and protect persons and property as required by the AUTHORITY.

19. **SIGNS AND POSTERS**

PERMITTEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

20. **ADVERTISING**

PERMITTEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY are the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

21. **OCCUPANCY INTERRUPTION**

In the case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the PERMITTEE shall pay for said premises only up to the time of said terminating at the rate herein specified and the said PERMITTEE hereby waives any claim for damages or compensation due to such termination. PERMITTEE may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but PERMITTEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the PERMITTEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation, and PERMITTEE hereby waives any claims for damages or compensation from AUTHORITY.

22. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to PERMITTEE for any damages that may be sustained by PERMITTEE through the exercise by AUTHORITY of such right.

23. **AGREEMENT TO QUIT PREMISES**

PERMITTEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the PERMITTEE liable for additional payment of rent as indicated in paragraph 6 above.

24. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in PERMITTEE'S employ shall not collect or interfere with the collection or custody of such articles.

25. **NON-ASSIGNMENT**

PERMITTEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

26. **DEFAULT**

PERMITTEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement herein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said PERMITTEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid.

27. **CIVIL RIGHTS**

PERMITTEE agrees not to discriminate against any patron employee or applicant for employment because of race, religion or national origin.

28. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either PARTY or which the affected PARTY is unable to avoid by exercise of due diligence, the PARTIES shall have no obligation or liability whatsoever to each other as a result thereof.

29. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) PERMITTEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the PERMITTEE notice of said termination in writing at any time prior to the commencement of the event. PERMITTEE shall have the right to cure any defect giving rise to the termination upon reasonable notice.

30. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

31. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the PERMITTEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the PERMITTEE.

32. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws governing the State of New Jersey.

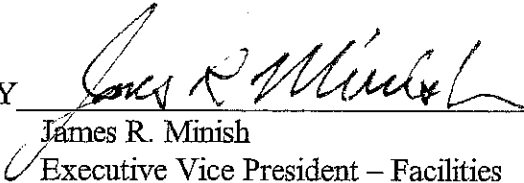
33. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the PERMITTEE an agent or employee of the AUTHORITY.

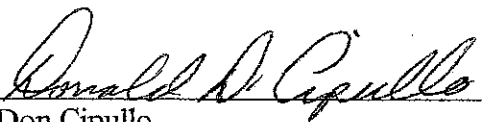
34. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

MONTCLAIR STATE UNIVERSITY

BY 
Don Cipullo
Vice President for Finance and Treasurer

Attachment A

Any agreement signed on behalf of the State of New Jersey by a State official or employee shall be subject to all of the provisions of the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

The Act also creates a special self-insurance fund and provides for payment of claims against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the agreement should be referred for handling to the Attorney General, Division of Law, Claims Service Section, Richard J. Hughes Justice Complex, Trenton, New Jersey 08625.

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of March, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and New Jersey City University, 2039 Kennedy Blvd., Jersey City, New Jersey 07305 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

New Jersey City University Commencement Exercises
IZOD Center
Date: May 12, 2010
Event Time: 9:30am – 1:00pm

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 12th day of May, 2010 and to the 12th day of May, 2010 at 1:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit

for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than March 17, 2010.

A \$25,000 deposit against expenses is due by Friday, April 2, 2010.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) and 1(c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called

for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

New Jersey City University Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$1,000,000 (one million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (five million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original

condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

Between the LICENSEE and the LICENSOR, subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, and subject to the provision of subsection below, shall be responsible for, and shall at it's own expense, defend itself against any and all suits, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising out of or in connection with any act or omission of the LICENSEE, its employees, agents or officers, in the performance of the obligations assumed by the LICENSEE pursuant to the Agreement. The LICENSEE hereby releases LICENSOR and their agents and representatives from any an all liabilities, claims, losses, costs, expense and demand of the LICENSEE'S performance of the obligations assumed by the LICENSEE pursuant to this agreement.

- (a) Between the LICENSEE and the LICENSOR, the LICENSOR shall be responsible for, and shall at its own expense, defend itself against any and all suites claims, losses, demands or damages of whatsoever kind of nature, arising out of or in connection with any act of omission of LICENSOR in the performance of the obligations assumed by LICENSOR pursuant to this agreement. LICENSOR hereby releases the LICENSEE from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under LICENSEE or federal law, solely out of or in connection with LICENSOR'S performance of the obligations assumed by LICENSOR pursuant to this Agreement.

(b) In the event the LICENSEE contracts out any services to third parties contemplated by this Agreement, the LICENSEE shall cause such entity to hold harmless and indemnify Licensor from all losses, claims and expenses, including, but not limited to, attorney's fees, resulting from the Agreement, and, at the request of LICENSOR will supply proof of such indemnification.

(c) LICENSEE will be solely responsible for the conduct and activities of LICENSEE'S employees, agents, contractors, guests and invitees and, for the purpose of the Agreement, such conduct and activities shall be deemed conduct and activities of LICENSEE. LICENSEE and its employees, agents, contractors, guests and invitees will abide by all reasonable rules and regulations adopted by LICENSOR for the use, occupancy and operation of the Premises and the Facility.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during

any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraph 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized

event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 8:00 AM.

33. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

34. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

35. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

36. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

37. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

38. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

39. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

40. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is

unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

41. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

42. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

43. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.


44. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


45. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

NEW JERSEY CITY UNIVERSITY

BY 
Aaron Aska
Vice President for Administration and Finance

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of March, 2010 by and between the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, acting by its Chief Executive Officer or ARENA Manager, hereinafter referred to as "AUTHORITY", and SETON HALL UNIVERSITY, 400 South Orange Ave., South Orange, New Jersey 07079 hereinafter referred to as "PERMITTEE".

WITNESSETH

A. USE OF PREMISES:

1.a ARENA: Under the terms and conditions herein, AUTHORITY grants PERMITTEE a non-assignable right to use and occupy such portions of the IZOD CENTER, hereinafter "ARENA", described as follows: the Main Arena, and all entryways, vestibules, concourses, seating areas, parking lots, roadways, and patron conveniences associated with maximum usage of the Main Arena. In addition, certain locker rooms and lounges will be designated from existing space for use by the commencement participants as wardrobe and changing rooms.

1.b DESCRIPTION OF EVENT:

SETON HALL UNIVERSITY COMMENCEMENT EXERCISES

MONDAY, MAY 17, 2010 - 10:00 A.M.

2. TIME OF USE: Under this Agreement, PERMITTEE is entitled to use and occupy those portions of ARENA described herein from 6:00 a.m. on the 17th day of May 2010 and terminating at 2:00 p.m. on the 17th day of May 2010.

Event time is 10:00 a.m. Doors open at 8:30 a.m.

B. LICENSE FEE:

PERMITTEE shall pay to the AUTHORITY the sum of \$20,000 as a License Fee for the Event. PERMITTEE shall also reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the Event, which is the subject of this Agreement.

The License Fee shall be paid under the following payment schedule:

- \$20,000 non-refundable deposit due upon contract signing but no later than Wednesday, April 7, 2010.
- \$30,000 deposit against expenses due by Friday, April 23, 2010
- Final settlement within 30 days of event.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to PERMITTEE.

TERMS AND CONDITIONS OF PERMIT

1. APPROVAL OF CONTRACTS

It is agreed that this contract will not be in force until it has been signed by both parties. In the event approval is denied, any deposit will be refunded to PERMITTEE.

2. CANCELLATION BY PERMITTEE

Should PERMITTEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full license fee guarantee as called for by this Agreement shall be payable by PERMITTEE to AUTHORITY as liquidated damages, not as penalty, and PERMITTEE agrees to also pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

3. INSURANCE

PERMITTEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the PERMITTEE, which insures the operations, contemplated by this Agreement, and the contractual assumption of liability reflected therein. Such General Liability insurance shall be written with a limit of at least \$1,000,000.00 (One Million Dollars) Combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts omissions of any agents or performers and any contractors or subcontractors retained by the PERMITTEE. The AUTHORITY shall be included as an additional insured. A certificate of such insurance shall be provided to the AUTHORITY. The policy shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY. The PERMITTEE shall also provide Worker's Compensation Insurance for any of their employees as required by the Worker's Compensation and Occupational Disease Laws of the State of New Jersey. A certificate of such insurance shall also be provided to the AUTHORITY.

The AUTHORITY represents that it has commercial general liability insurance for any and all claims arising out of the structure or operations of the AUTHORITY and the AUTHORITY'S personnel, agents, servants or representatives. PERMITTEE shall be named in it as an additional insured under that policy. The AUTHORITY shall provide proof of such insurance to PERMITTEE.

4. COMPLIANCE

PERMITTEE agrees that every person connected with PERMITTEE'S use of said building shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the AUTHORITY for the government and management of said building, together with all rules and regulations of

the Police and Fire departments of the City of East Rutherford, and, if the attention of said PERMITTEE is called to a violation on the part of PERMITTEE or any personnel employed by or admitted to said premises by said PERMITTEE, said PERMITTEE will immediately desist from and correct such violation.

5. LICENSES AND PERMITS

PERMITTEE agrees to pay promptly all taxes, excise or license fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and PERMITTEE agrees to provide evidence of same to AUTHORITY upon demand in a form and a time requested by the AUTHORITY.

6. INDEMNITY

The AUTHORITY shall have no responsibility whatsoever for any damage to property of the PERMITTEE or its agents which is placed on the AUTHORITY'S site or facilities or parking lots. The PERMITTEE shall defend, indemnify and hold harmless the AUTHORITY from any and all liability for any loss, injury, or damage to any persons or any property that may be sustained by reason of the negligent activities or operations of the PERMITTEE or any of its servants, agents, or employees in connection with their responsibilities under this agreement. The AUTHORITY shall defend, indemnify and hold harmless the PERMITTEE from any and all liability for any loss, injury, or damage to any persons or any property that may be sustained by reason of the negligent activities or operations of the AUTHORITY or any of its servants, agents, or employees in connection with their responsibilities under this agreement.

7. PUBLIC SAFETY

PERMITTEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All areas of public access and assembly and all ways of access to public utilities shall be kept unobstructed by the PERMITTEE and shall not be used for any purpose other than ingress and egress to and from premises by the PERMITTEE, unless otherwise agreed to by the AUTHORITY.

8. CONCESSIONS

AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell librettos, flowers, refreshments, cigars, cigarettes, candies, sandwiches, beverages, periodicals, and other merchandise, to conduct check rooms, and other privileges and PERMITTEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. The PERMITTEE shall enter into a separate agreement with ARAMARK, the exclusive merchandiser of the AUTHORITY, for the sale to ARAMARK, of event programs, and other items of merchandise specific to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise, provided however,

the net proceeds of all such sales shall be included in, and considered part of, concession revenues. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

9. BROADCAST RIGHTS

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to PERMITTEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

PERMITTEE shall assume all responsibilities and liability regarding said broadcasting, and further agrees to hold AUTHORITY harmless for all claims, damages, liability, costs and expenses (including reasonable attorney's fees arising from any suit or action related to aforesaid broadcasting).

10. COPYRIGHTS

PERMITTEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. PERMITTEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

11. PERFORMANCE APPROVAL

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and PERMITTEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. If AUTHORITY exercises its right to cancel an event under this paragraph, the PERMITTEE is responsible for all costs as enumerated in paragraph 2 hereof.

12. SERVICES PROVIDED

AUTHORITY will provide at PERMITTEE'S expense, heating/air conditioning, overhead lighting for ordinary use and use of the public address system. AUTHORITY will provide at the PERMITTEE'S expense one daily cleaning of all public spaces and between-show clean up as possible for events with more than one performance on a single day. Available dressing rooms and offices will be provided at no cost to PERMITTEE.

13. UTILITY CONNECTIONS:

Contracts for installations of cables, electricity, gas and plumbing shall be made by AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the AUTHORITY if completed at the request of an exhibitor. The costs incurred by the AUTHORITY for electrical, plumbing, cable or gas installations requested by the PERMITTEE shall be billed directly to the PERMITTEE who will be responsible for payment.

14. ELECTRICITY

In the event extra lights, such as spotlights, television lights, or other special lights or extraordinary electrical power shall be required by PERMITTEE, they shall be paid for by PERMITTEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. Such changes will be charged to the Exhibitor. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

15. WATER

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Any damage therein resulting from misuse of any nature or character whatever shall be paid for by the offending party.

16. PERFORMER/EXHIBITOR CONTRACTS

PERMITTEE certifies and attests that it has a valid, properly executed and compatible contract with the performers/exhibitors whose service forms the basis for this use.

17. STAFFING-EXTRA HELP

AUTHORITY shall secure, and PERMITTEE shall pay at the rates on AUTHORITY cost sheets at the time for the event all necessary staffing, including security. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by PERMITTEE will be considered reimbursable costs. These costs shall be considered reimbursable expenses to the AUTHORITY as enumerated in paragraphs 12, 13 and 14 hereof.

18. PERMITTEE PROPERTY

AUTHORITY will accept delivery of property addressed to PERMITTEE only as a service to PERMITTEE, and PERMITTEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, or custody of such property at any time. PERMITTEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by PERMITTEE must be arranged by specific agreement with the AUTHORITY. In the event that PERMITTEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

19. ARENA ACCESS

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

20. DEFACEMENT OF BUILDING

PERMITTEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building not shall be made or allow to be made any alterations of any kind therein. That if said premises, or any portion of said building or grounds, during the terms of this permit, shall be damaged by the act, default, or negligence of PERMITTEE, the PERMITTEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. PERMITTEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of PERMITTEE, or by or with the consent of PERMITTEE'S employees or any person acting for or on behalf of said PERMITTEE and said PERMITTEE agrees to have on hand at all times sufficient security to maintain order and protect persons and property as required by the AUTHORITY.

21. SIGNS AND POSTERS

PERMITTEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

22. ADVERTISING

PERMITTEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY are the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

23. OCCUPANCY INTERRUPTION

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the PERMITTEE shall pay for said premises only up to the time of said terminating at the rate herein specified and the said PERMITTEE hereby waives any claim for damages or compensation due to such termination. PERMITTEE may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but PERMITTEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the PERMITTEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation, and PERMITTEE hereby waives any claims for damages or compensation from AUTHORITY.

24. OBJECTIONABLE PERSONS

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to PERMITTEE for any damages that may be sustained by PERMITTEE through the exercise by AUTHORITY of such right.

25. REFUND OF TICKET REVENUE

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy of retaining faith. This shall include, but not be limited to, seats blocked by equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the PERMITTEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

26. AGREEMENT TO QUIT PREMISES

PERMITTEE agrees to quit licensed space no later than the time stated in this Agreement as specified in paragraph A.2. above. Failure to quit the premises will make the PERMITTEE liable for additional rent payment(s) of \$5,000.00 per hour.

27. LOST ARTICLES

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in PERMITTEE'S employ shall not collect or interfere with the collection or custody of such articles.

28. NON-ASSIGNMENT

PERMITTEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

29. DEFAULT

PERMITTEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement herein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said PERMITTEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

30. CIVIL RIGHTS

PERMITTEE agrees not to discriminate against any patron employee or applicant for employment because of race, religion or national origin.

31. FORCE MAJEURE

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to PERMITTEE as a result thereof.

32. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) PERMITTEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the PERMITTEE notice of said termination in writing at any time prior to the commencement of the event.

33. SEVERABLE AGREEMENT

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part thereof.

34. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the AUTHORITY and the PERMITTEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the PERMITTEE.

35. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of binding arbitration.

36. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws governing the State of New Jersey.


37. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the PERMITTEE an agent or employee of the AUTHORITY.

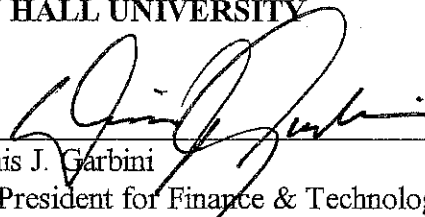
38. CONFIDENTIALITY

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

SETON HALL UNIVERSITY

BY 
Dennis J. Garbini
Vice President for Finance & Technology

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of March, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Bergen Community College, 400 Paramus Road, Paramus, NJ 07652, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Bergen Community College Commencement Exercises
IZOD CENTER - Theater
Date: May 20, 2010
Event Time: 9:00 AM – 12:30 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 20th day of May, 2010 and to the 20th day of May, 2010 at 1:00 p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit

for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$10,000.

A non-refundable deposit of \$10,000 is due upon contract signing but no later than April 2, 2010.

A \$30,000 deposit against expenses is due by Wednesday, April 28, 2010.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the Event after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between Event clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty,

and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Bergen Community College Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the sums paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSEE shall be responsible for paying to LICENSOR such sums not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement.

This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

LICENSOR agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSEE against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSOR or any contractor or subcontractor of the LICENSOR, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSOR. This obligation includes reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of

any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

LICENSOR hereby agrees that LICENSEE may broadcast the commencement exercises via the Internet through a webcast and that LICENSOR will not require a payment for that privilege and shall not charge any fee for the origination of the broadcast. LICENSEE hereby agrees that, in accordance with any applicable union requirements governing LICENSOR'S employees for such recordings/webcasts, LICENSEE shall be responsible for payment to LICENSOR for any costs as a result of such recording/webcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval

from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear

conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of Event times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or Event material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 8:00 AM.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the parties or which the parties are unable to avoid by exercise of due diligence, LICENSOR and LICENSEE shall have no obligation or liability whatsoever to each other as a result thereof. In the event of a Force Majeure circumstance, LICENSOR will refund any pre paid expenses and rental to LICENSEE.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

48. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

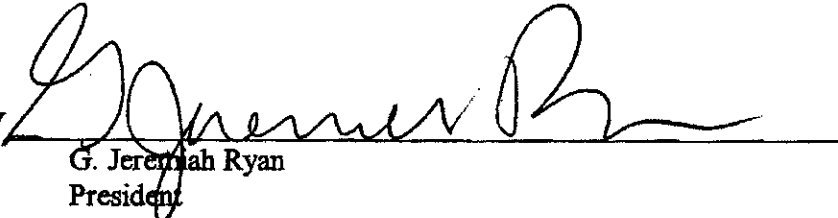
BY



James R. Minish
Executive Vice President - Facilities

BERGEN COMMUNITY COLLEGE

BY



G. Jeremiah Ryan
President

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of January, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and the University of Medicine and Dentistry of New Jersey, 65 Bergen Street, University Heights Newark, NJ 07107, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

UMDNJ Commencement Exercises
IZOD Center
Date: May 26, 2010
Event Time: 10:00 AM – 12:30 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 26th day of May, 2010 and to the 26th day of May, 2010 at 1:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than March 4, 2010.

A \$25,000 deposit against expenses is due by Friday, April 23, 2010.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) and 1(c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

University of Medicine & Dentistry of NJ Commencement Exercises

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and

omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should

such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement.

Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice,

dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment

of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 9:00 AM.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. **RELATIONSHIP**

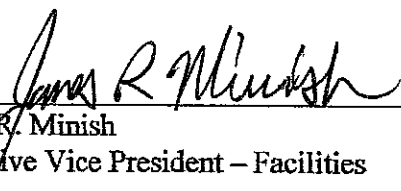
The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY _____


James R. Minish
Executive Vice President - Facilities

UNIVERSITY OF MEDICINE & DENTISTRY OF NEW JERSEY

BY _____



Denise Mulkern
Sr. Vice President for
Finance

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of March, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Paramus Catholic High School, 425 Paramus Road, Paramus, New Jersey 07652 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Paramus Catholic High School Commencement Exercises
The Theater at the IZOD Center
Date: June 7, 2010
Time: 6:00pm – 9:00pm
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 10:00 a.m. on the 7th day of June, 2010 and to the 7th day of June, 2010 at 11:30 p.m. for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$5,000 plus expenses.

The License Fee and expenses shall be paid by LICENSEE according to the following schedule:

- \$30,000 due by May 7, 2010

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event. Notwithstanding the above, the LICENSEE shall be responsible for all costs incurred by the AUTHORITY for the production of LICENSEE'S practice walk through for graduates in the ARENA on a date to be determined by the AUTHORITY in its sole discretion.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. Authority retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Paramus Catholic High School Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The AUTHORITY shall be listed as additional insured under such policy.

AUTHORITY shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the AUTHORITY, which insures all operations of the AUTHORITY contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit

of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the AUTHORITY. The Licensee shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to AUTHORITY such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY's premises.

Certificates of all such insurance shall be provided to the AUTHORITY not less than seven (7) days prior to each season. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

12. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraph 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such

property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

31. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

32. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 4:00pm.

33. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

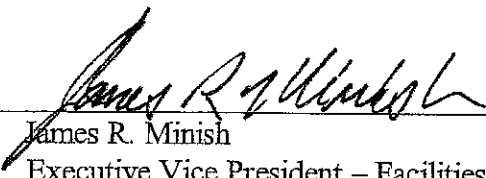
46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

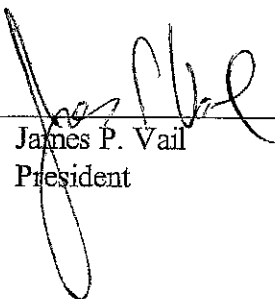
47. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY  _____
James R. Minish
Executive Vice President – Facilities

PARAMUS CATHOLIC HIGH SCHOOL

BY  _____
James P. Vail
President

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT made this 30th day of March, 2010 by and between the New Jersey Sports and Exposition Authority, a body corporate and politic of the State of New Jersey, having its principal office in the Borough of East Rutherford, New Jersey, (hereinafter referred to as AUTHORITY), and Richard Nader Entertainment, Inc. having its principal office at 1520 Gulf Boulevard, Suite 1507, Clearwater, Florida, (hereinafter referred to as NADER),

WITNESSETH:

WHEREAS, AUTHORITY owns and operates the IZOD CENTER (hereinafter referred to as ARENA) where it conducts various sporting and entertainment events; and

WHEREAS, AUTHORITY wishes to promote, present and hold Richard Nader's Doo Wop Reunion XXI (hereinafter the CONCERT) on its premise on June 12, 2010; and

WHEREAS, NADER is knowledgeable about planning, designing, promoting, and producing the Concert on June 12, 2010.

NOW THEREFORE, the parties agree as follows:

1. DESCRIPTION OF EVENT

DOO WOP REUNION XXI

DATE- JUNE 12, 2010

TIME- 7:00 P.M.

2. NATURE OF RELATIONSHIP: CONSIDERATION

AUTHORITY hereby engages NADER as a consultant/executive producer for purposes of assisting AUTHORITY as the promoter in the designing, planning, promotion, executive production, advertising, and operation of the Concert at the Arena on June 12, 2010.

As a consideration for the services of NADER, AUTHORITY agrees to pay NADER the sum of \$78,400.00 in accordance with the following schedule:

- a. \$39,200.00 on May 7, 2010
- b. \$39,200.00 on June 12, 2010

c. In addition, AUTHORITY agrees to pay NADER 50% of the gross admissions revenues in excess of \$186,143.00. Gross admissions revenues shall be defined as the total amount derived from the sale of tickets less only a 7% sales tax, the \$3.00 facility fee, Ticketmaster commissions, phone charges, credit card charges, if applicable, and reimbursement for any damage sustained. Notwithstanding the above, it has been agreed to by the parties that should the gross admission revenues reach \$275,000.00, the parties have agreed to rent a lighting package for the event and the cost for renting such lighting package shall be added to the split level noted above. For example, if the lighting package costs \$8,000, the split level will change to \$194,143.00 once the gross admission revenues reach \$275,000.00.

d. AUTHORITY also agrees to pay Nader for promotional expenses.

NADER agrees that all revenues and proceeds derived directly or indirectly from the Concert including admissions, parking and concessions, but not including revenues derived from the sale of advertising or event programs and novelties peculiar to the event which NADER shall supply at its own cost and expense on consignment, shall be the full property of AUTHORITY and NADER shall have no right to receive any portion thereof, except as delineated in Item C. above.

It is understood that if the show runs beyond 11:00 p.m. Nader will pay all event related expenses applied from 11:00 p.m. until the end of the show.

3. RESPONSIBILITIES OF AUTHORITY

AUTHORITY is the promoter of the Concert and is ultimately responsible for the complete design, production and conduct of the Concert subject to the provisions of subparagraph 4 hereof. AUTHORITY agrees to provide at its own expense adequate dressing and bathroom facilities for the artists. In addition, AUTHORITY agrees to provide at its expense all maintenance and technical personnel, stagehands, laborers, security, ticket takers, parking lot attendants, cleaning personnel, and any other labor, equipment, or services deemed necessary for the event.

AUTHORITY reserves the right to determine the time and availability to access to areas of the Arena by NADER, but at the same time recognizes its responsibility to allow NADER sufficient time to set up the event. NADER shall have the responsibility for selecting light and sound equipment with a sufficient budget approved by the AUTHORITY. In no event shall NADER enter and use any area, part, service, or facility of the Arena without first obtaining the Stadium/Arena Manager's or his/her designee's prior approval.

4. TICKET PRICES

As an admission fee, the Authority shall charge the sum of (\$103) for VIP, (\$50) for remaining floor, (\$40) for remaining lower tier and (\$28) in upper tier. The gross saleable capacity for this event reflected in the seating manifest shall be approximately 20,369, which includes allocated complimentary tickets.

The Authority will add a facility fee of \$3.00 to the ticket price and be entitled to keep such revenue.

AUTHORITY shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

4% of capacity of total - of which 2% will go to NADER for its use.

All ticket sales for the event to be staged under this agreement shall be made under the direction, control, and supervision of the Stadium/Arena Box Officer Manager, and the receipts from all such sales whether made by AUTHORITY or NADER shall be held by AUTHORITY until completion of the event for the express purpose of securing payment of all sums of money due or to become due to AUTHORITY hereunder.

Site, for purposes of this agreement, shall be defined as the entire area of the Sports Complex including such areas adjacent to Sports Authority property used by the Complex for events, but not in fact owned by the New Jersey Sports & Exposition Authority.

AS per previous years RNE block tickets are discounted \$6.00 per ticket.

5. RIGHT OF EVENT CONTROL

The AUTHORITY retains the right of exclusive crowd management control, including in the event the AUTHORITY deems it necessary for crowd management purposes to control access, gates, stairways and turnstiles or to shut off power in the Arena or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. NADER shall have no authority with respect to such crowd security or control.

NADER shall have complete control, supervision and direction of the acts and expressly reserves the right to control the manner, means and details of the performance or services by the Acts. NADER will, however, confer with AUTHORITY respecting the duration of THE EVENT and rehearsal of THE EVENT with a view toward securing the best presentation.

6. CREDENTIALS

AUTHORITY, its officers, directors, servants, selected employees and selected concessionaires shall have access to the premises upon presentation of the authorized event credentials to be supplied and defined by AUTHORITY in consultation with NADER. Such credentials to AUTHORITY, its officers, directors, servants, selected employees and selected concessionaires shall be performed by the Stadium/Arena Manager of AUTHORITY with the mutual consent of NADER. A list of individuals requiring backstage authorization is to be compiled and forwarded to AUTHORITY by NADER prior to the event.

7. MISCELLANEOUS FINANCIAL CONDITIONS

a. It is hereby agreed and understood that AUTHORITY currently utilizes the

Ticketmaster System for the printing, accounting, and sale of tickets for all public events held at the Arena. The commissions for the use of the Ticketmaster System are as follows:

Tickets sold at the Arena Box Office .05 per ticket printed and/or sold

Tickets sold at Remote Outlets .15 per ticket printed and/or sold

Phone charges - 3% of gross ticket sales

b. NADER shall provide to AUTHORITY a list of event contracts with the following acts:

Herb Reed's Platters
The Coasters
The Drifters featuring Charlie Thomas
The Duprees
Kenny Vance & The Planotones
Fred Parris and The Five Satins
Frankie Lymon's Legendary Teenagers
The Cookies
Barbara Harris
Amanda

NADER further agrees and represents that the artists whose services are supplied hereunder shall be members in good standing of the appropriate unions having jurisdiction and NADER further agrees that the fees for all of the artists services rendered hereunder shall be paid out of the \$78,400.00 paid to NADER by AUTHORITY pursuant to Paragraph 2a and 2b hereof.

NADER agrees to indemnify and hold harmless the AUTHORITY from all claims for payment, which may be asserted by any such artists against AUTHORITY or NADER. Further, NADER agrees not to present a similar performance of the Concert for a period of 30 days prior to or subsequent to June 12, 2010, within a 60-mile radius of the AUTHORITY without the express consent of the AUTHORITY. NADER further agrees to obtain all licenses and permits necessary for the production, staging, and conduct of the Concert and to work with the AUTHORITY in developing and placing proper advertising in the print and broadcast media, with a maximum budget of \$50,000.00. AUTHORITY agrees to reimburse Nader for approved advertising expenses.

8. **CANCELLATION OF EVENT**

Should NADER cancel or should a minimum of four scheduled groups not appear for the event as covered under this agreement, forcing cancellation of the event, NADER agrees to refund to the AUTHORITY any money advanced to NADER as well as all expenditures by the AUTHORITY for advertising and production of the event.

9. **RECORDING**

NADER agrees that no recording, either visual or audio or any kind will be made of the event or events covered by this Agreement without prior written approval from AUTHORITY and their performers' agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

10. **FORCE MAJEURE**

If the Doo Wop Reunion XXI cannot take place, in whole or in part, because of an act of God, national emergency, war, labor dispute, fire casualty, NADER shall be relieved of its responsibilities under this contract and AUTHORITY shall be obligated to pay NADER such compensation as NADER has actually earned as determined by AUTHORITY.

11. **INSURANCE**

AUTHORITY shall purchase such insurance as it deems necessary and appropriate for the concert, and shall present NADER with a certificate evidencing such coverage 10 days prior to the event.

12. **APPLICABILITY OF NEW JERSEY LAW**

The terms of this agreement shall be construed in accordance with the laws of the State of New Jersey and shall be binding upon the successors, licensees, legatees and assignees of the parties hereto in all respects.

13. **COMPLIANCE WITH NEW JERSEY LAW**

This agreement entered into by the AUTHORITY and NADER is in compliance with the laws, ordinances, regulations and requirements of the State of New Jersey and applicable governmental bodies.

14. **SEVERABILITY**

This is a severable agreement and, in the event that any part or parts shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law, and in any event that all others parts of this agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

15. **ENTIRE AGREEMENT**

This agreement sets for the entire understanding between AUTHORITY and NADER and no amendments or modifications shall be made to the agreement except in writing signed by both the AUTHORITY and NADER.

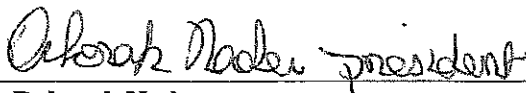
16. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Senior Vice President & GM

RICHARD NADER ENTERTAINMENT, INC.

BY 
Deborah Nader

AGREEMENT

THIS AGREEMENT OF LICENSE made as of May 17, 2010, by and between the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as Licensor), and the BUTLER UNIVERSITY, (hereinafter referred to as Licensee).

WITNESSETH

1. USE OF PREMISES

ARENA Under the terms and conditions hereof, the Licensor grants to Licensee to use and occupy that portion of the IZOD Center (hereinafter "Arena"), for the purpose of presenting the event described in Paragraph 2, below. The areas of use are as follows: The main arena and all seating areas, entries, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences and parking toll plazas, parking lots and roadways typically associated with maximum usage of the Arena. In addition, selected team locker room, interview rooms and lounges will be designated by the Licensor from existing locker room areas.

2. DESCRIPTION OF EVENT

Men's NCAA Basketball Game
Duke University v. Butler University *BKS*
Date - December 4, 2010
Arena Doors Open - 11:00 a.m.
Game Time - 3:30 p.m.

3. TIME OF USE

The Licensor agrees to have the Arena available to host the Event from 9:00 a.m. on the 4th day of December, 2010, and terminating at 7:00 p.m. on the 4th day of December, 2010. The Authority shall determine, in its sole discretion, if, and at what times the Arena court may be available for the teams to practice.

4. **REVENUE DISTRIBUTION AND EXPENSES**

In consideration for Licensor agreeing to host the Event and Licensee agreeing to play in the Event at the time set forth above, the parties agree to the following:

- Licensor shall pay Licensee One Hundred and Forty Thousand Dollars (\$140,000) for its appearance. Except as otherwise outlined in this Agreement, Licensee shall not be entitled to receive any additional revenue from the Event.
- Licensor shall be permitted to sell and retain all revenue from the sale of sponsorships to the game.
- Licensor shall not be entitled to receive any broadcast revenues from the Event.

5. **PAYMENT OF EXPENSES**

Except as otherwise agreed to in the Agreement, Licensor shall be responsible for all Arena expenses associated with the Event.

6. **ARENA NAME**

The Arena shall at all times be known as the IZOD Center or by such names as designated by the Licensor and shall not otherwise be designated by Licensee in any manner or in any publication, advertising or on any ticket, unless the Licensor first consents, in writing, to such other designation. Licensee shall similarly require that any Licensee agent refer to the Arena by the name so designated in any printed material or broadcast.

7. **SERVICES TO BE PROVIDED BY THE LICENSOR**

a. The Arena will be operated and maintained in good, clean, working order and operating condition by Licensor for Licensee's Event including, but not limited to, all turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces.

b. The Event staff necessary to operate the premises for the Event, such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. Licensor retains the right to determine the

appropriate number of security and staff personnel necessary to properly serve and protect the public.

8. BOX OFFICE FACILITIES

a. Licensor shall furnish Licensee a box office statement after the event. Ticket printing, the sale of the house and configuration of the seating shall be arranged through Licensor. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the Licensor currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the Arena.

c. Licensor will handle over-the-counter advance and day-of-event sales at the Arena ticket office. The Licensor's ticket manager will be responsible for properly depositing all monies, preparing box office statements, and other reports as are necessary and required.

9. CONCESSIONS

Licensor, through its concessionaire, shall operate the concessions and retain all revenues derived therefrom. Licensor reserves all rights with respect to the sale of concessions in the Arena and on the site of the entire Sports Complex, including, but not limited to, the sole right to sell or give away refreshments, candies, sandwiches, beverages, and other privileges. Licensee shall not engage in nor undertake the sale of any of the aforesaid or similar articles or privileges either before, during or after the Event or during any intermissions which might be provided during the Event. Licensee may not distribute free samples of food, beverage, or any product without prior written approval of Licensor.

10. MERCHANDISE

Licensee shall be entitled to enter into a separate agreement with Licensor's exclusive concessionaire, i.e. Aramark, for the sale to the concessionaire, of items of merchandise specific to the Event such as T-shirts, sweatshirts, hats, visors, novelties and other like merchandise. Licensor shall designate stand locations for merchandising such items.

11. **BROADCAST RIGHTS**

Licensee and its opponent shall have all rights for radio and television, internet and any other mutually agreed upon broadcasts of the Event originating from the Arena.

Licensor shall have no responsibility or liability for the radio or television broadcasting (including ad lib remarks of announcers) including but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent it is responsible for the origination of, or the contracting for, such broadcasting, the Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, representatives, agents, and employees from any and all claims, damages, liability, costs and expenses including reasonable attorney's fees arising from a radio or television broadcast, unless the claim or liability results from the negligence or willfulness of the Licensor or its employees or agents.

12. **OTHER OBLIGATIONS OF LICENSEE**

Licensee shall provide its men's intercollegiate basketball team for the Event and agrees to have the Supervisor of Officials of the Horizon Conference work with the Supervisor of Officials of the Atlantic Coast Conference to have a blended officiating crew work the Event.

13. **OTHER OBLIGATIONS OF LICENSOR**

a. Licensor will provide at its cost, heating/air conditioning, overhead lighting for ordinary use, use of the public address system, staff supervision, security services, medical personnel and facilities, ambulance service, box office personnel, operations and cleaning staff, press box staff and locker rooms of a kind and quantity generally provided at the Arena for intercollegiate athletic events.

b. Licensor will provide at its cost, a scoreboard operator, a scorekeeper, two clock operators, a statistics computer operator and assistant and a public address announcer.

c. All other services requested by Licensee will be at the expense of Licensee.

14. **PARKING**

Parking will be controlled and operated by Licensor, which will retain and be entitled to all receipts from said parking. A mutually agreed upon number of passes will be printed and presented by Licensor to Licensee for use at the Event.

15. WINNERS CLUB

Licensor shall operate, in conjunction with the concessionaire, the non-exclusive, Winners Club for the purpose of serving food and beverages. Use of the Winners Club shall be restricted to those persons attending the Event and not as a facility open to the general public. Licensee shall not be permitted to sell memberships to the Winners Club at the Club's entrance prior to or during the Event. Licensor shall have the sole right to determine access to the Winners Club.

The Licensor shall also retain the use and control of the two Franchise Rooms.

16. ADVERTISING SIGNS AND POSTERS

All advertising spaces on the premises of Licensor are the exclusive property of Licensor and all receipts therefrom shall accrue to Licensor.

Licensee shall not itself, nor through the Horizon Conference, the National Collegiate Athletic Association or any broadcaster with whom Licensee, the Horizon Conference, or the National Collegiate Athletic Association has an agreement to broadcast the games, permit the display utilizing electronic or computer technology, of any advertising device, logo or any material pertaining to any advertiser during such broadcasts in such a manner which would make it appear to the viewer of the broadcast that the advertising device, logo or material was in place at the Arena, without the expressed written consent of the Licensor, nor do anything to contribute to the creation of an impression that a relationship exists between any advertiser and Licensor, nor permit the display of any advertising device, logo or material of any advertiser whose product or service is in conflict with that of any advertiser with whom Licensor has a contractual relationship.

17. INSURANCE

Licensee shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensee which insures the Licensee's operations contemplated by this Agreement. Such General Liability insurance shall be written with a limit of at least \$1,000,000.00 (one million dollars) Combined Single Limit for Bodily Injury and Property Damage Liability, Personal Injury Liability. There shall be no exclusion or limitation or restriction with respect to claims made by participants. The Licensor shall be included as an additional insured.

A certificate of such insurance shall be provided to the Licensor by the Licensee. The policy shall also provide and the certificate shall so note, that the coverage may not be cancelled or any major change in coverage be implemented without at least thirty (30) days' written notice given to the Licensor.

The Licensee shall also provide Worker's Compensation insurance for any of their employees as required by the Worker's Compensation and Occupational Disease Laws of the State of New Jersey. A certificate of such insurance shall also be provided to the Licensor.

The Licensor represents that it has Comprehensive General Liability insurance for any and all claims arising out of the structure or operations of the Licensor and the Licensor's personnel, agents, servants or representatives. Licensee shall be named as an additional insured under the policy. The Licensor shall provide proof of such insurance to Licensee.

The Licensor shall also insure against and be responsible for and Licensee shall have no liability for claims arising from the operation of vehicular traffic on the licensed premises including the parking lots operated pursuant to Paragraph 13.

The Licensor will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the Licensee. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds during the term of this Agreement, shall be damaged by the act, default, or negligence of Licensee, its agents, contractor or its patrons, the Licensee will pay to the Licensor out of ticket sale receipts, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, and with the exception of the fact that the withholding of such ticket sales receipts paid to Licensor shall not exceed the amount of the deductible under any Third-Party Property Damage Liability Insurance maintained by Licensee, if any, or, if Licensee does not maintain Third-Party Property Damage Liability insurance, then and in such event, the Licensor may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the Licensor. A certificate of such Third-Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to Licensor on request.

18. INDEMNIFICATION

Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensor against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor, of Licensee arising out of the activities conducted by Licensee, its agents, members, or guests. Licensee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

19. WAIVER OF PERSONAL LIABILITY

All obligations and liabilities under this Agreement on the part of both parties are solely corporate or partnership liabilities and each party hereby releases each and every officer, agent, director, partner and member of the other party of and from any personal or individual liability under this Agreement, and no officer, agent, director, or member of either party shall at any time or under any circumstances be individually or personally liable under this Agreement or for any action taken hereunder by Licensee or otherwise in connection therewith, or for or on account of any failure on the part of that party hereunder, except with respect to fraud, intentional or willful misconduct, acts constituting a crime, malice, conduct outside the scope of employment or any other acts by an employee for which the Licensor would not be liable under the Tort Claims or Contractual Liability Acts.

20. PUBLIC SAFETY

Licensee agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by policy personnel responsible for public safety and with Licensor to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all way of access to public utilities of the premises shall be kept unobstructed by the Licensee and shall not be used for any purpose other than ingress or egress to and from the premises by the Licensee, unless otherwise agreed to by Licensor.

21. LICENSEE PROPERTY

Licensors will accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless Licensors for any loss or damage to such property in the receipt, handling, care, or custody of such property at any time. Licensee further indemnifies Licensors from any claims or costs related to claims from any third party for loss or damage to property on the premises of Licensors during the time covered by this Agreement. Licensors assume no responsibility whatsoever for any property placed in said building and Licensors is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit and all watchmen or other protective service desired by Licensee must be arranged by specific agreement with Licensors. In the event that Licensee shall leave any property on the premises after the termination of the engagement contracted for herein, Licensors may, upon five (5) day's notice to Licensee, at the place specified herein for notice, dispose of said property as it may see fit, whether by selling the same, destroying it or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

22. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee agrees that every person connected with Licensee's use of the Arena shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the Licensors for the governance and management of the Arena and, if the attention of Licensee is called to a violation on the part of Licensee, or any personnel employed by or admitted to said premises by Licensee, Licensee will immediately desist from and correct such violation.

23. DEFACEMENT OF BUILDING

Licensee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building, nor shall make or allow to be made any alteration of any kind therein.

Licensee will not post or allow to be posted any signs, cards, or posters except upon such display area as Licensors may provide. Use of such areas in a non-exclusive right. All material is subject to approval by Licensors.

24. EVENT ADVERTISING

Licensee agrees that all advertising for the Event will be honest and true and will include accurate information of the game time and ticket prices.

25. RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT

The Licensor retains the exclusive right of technical control and crowd management, including in the event that the Licensor deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the Arena or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. Licensee shall have no authority with respect to such crowd management and security.

26. OCCUPANCY INTERRUPTION

In case the Arena or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Licensor impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this Agreement will terminate and Licensee hereby waives any claim for damages or compensation should this Agreement be so terminated. Licensee may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but Licensee assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the Licensor to evacuate the premises because of a bomb threat or for other reasons of public safety, the Licensee will retain the possession of the premises for sufficient time to complete presentation of its Event without additional charge providing such time does not interfere with another scheduled use of the Arena. If it is not possible to complete presentation of the Event, Licensee hereby waives any claim for damages or compensation from Licensor.

27. OBJECTIONAL PERSONS

Licensor reserves the right to eject or cause to be ejected from the premises, any objectionable person or persons and neither Licensor nor any of its officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise by Licensor of such right.

28. ANNOUNCEMENTS

Licensors reserves the right to make announcements which would relate to future attractions, institutional advertising and such announcements as Licensor may deem necessary at any time in the interest of public safety.

29. AGREEMENT TO QUIT PREMISES

Licensee agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at the commencement date of this Agreement, ordinary wear and use thereof excepted. Failure to quit the premises will make the Licensee liable for additional payment of rent as determined by the Licensor.

30. LOST ARTICLES

Licensor shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the leased premises and the Licensee or any person in Licensee's employ shall not collect or interfere with the collection of custody of such articles.

31. NON-ASSIGNMENT

Licensee will not assign, transfer, subject or compromise any right, title or interest in this Agreement, without Licensor's prior written approval, which approval may be withheld by the Licensor in its sole discretion.

32. REFUND OF TICKET REVENUE

Licensor retains the right to make determination of ticket refunds for cause, in keeping with Licensor policy or retaining faith with the public.

33. DEFAULT

Licensee further covenants that, if any default is made in any provision(s) of this Agreement, this Agreement and the relationship of the parties at the option of the Licensor shall cease and terminate and the relationships of the parties shall be the same in all respects as if the Agreement had fully expired and the said Licensor may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said Licensee shall notwithstanding such re-entry pay the full amount of said license fee as herein agreed to be paid. In case suit or

action is instituted by Licensor to enforce compliance with the Agreement, Licensor shall be entitled to the costs of suit and reasonable attorneys' fees.

34. CIVIL RIGHTS

Licensee agrees not to discriminate against any employee or any applicant for employment because of any reason prohibited by law, and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services, or privileges offered to or enjoyed by the general public.

35. FORCE MAJEURE

If the Event cannot take place, in whole or in part, because of an act of God, national emergency, war, labor dispute, fire casualty or other unforeseen occurrence or any other cause beyond the control of the Licensor or which Licensor is unable to avoid by exercise of due diligence, Licensor shall have no obligation or liability whatsoever to Licensee as a result thereof.

If the Event cannot take place, in whole or in part, because of an Act of God, national emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of Licensee or which Licensee is unable to avoid by the exercise of due diligence, Licensee shall have no obligation or liability whatsoever to Licensor as a result thereof.

36. SEVERABLE AGREEMENT

This is a severable agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

37. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the Licensor and the Licensee and no amendments or modifications shall be made to the Agreement, except in writing signed by both the Licensor and the Licensee.

38. DISCRETIONARY MATTERS

Any decision affecting any material not herein expressly provided for shall rest solely within the discretion of the Licensor, its President and Chief Executive Officer or its Executive Vice-President, Facilities.

39. RELATIONSHIP OF PARTIES

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the Licensee an agent or employee of the Licensor.

40. NOTICE

Any notice required or permitted to be given by the provisions hereof shall be conclusively deemed to have been received by a party hereto on the day it is delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or, if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such part at such address:

If to Licensee, at	Matthew Graves Assistant Men's Basketball Coach Butler University 510 West 49 th Street Indianapolis, IN 46208
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If to the Licensor, at	James Minish Executive Vice President, Facilities New Jersey Sports and Exposition Authority East Rutherford, NJ 07073
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with copies to:	Mark Stefanacci, Esq. Chief Operating Officer, Legal Counsel New Jersey Sports and Exposition Authority East Rutherford, NJ 07073
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41. CONFIDENTIALITY

The Parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing,

either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

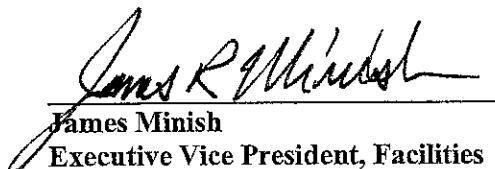
42. CHOICE OF LAW

This Agreement shall be interpreted according to the laws of the State of New Jersey. Any actions brought in regard to this Agreement must be filed in the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

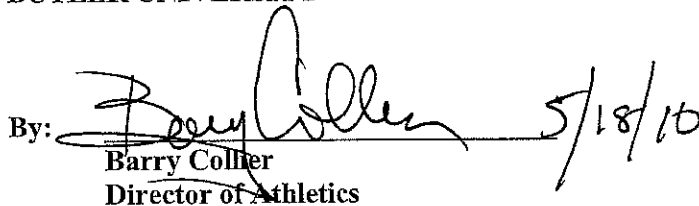
NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY

By:


James Minish
Executive Vice President, Facilities

BUTLER UNIVERSITY

By:

 5/18/10
Barry Collier
Director of Athletics

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of May, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as AUTHORITY and Latin Events, LLC, 180 Taxter Road, P.O. Box 47, Irvington, NY 10533 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Event: *Aventura* Concert
IZOD Center
Date: Saturday, July 10, 2010
Time: 8:00 pm – 11:30 pm
Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 10th day of July, 2010 and to the 11th day of July, 2010 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards or such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this

permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$50,000 plus expenses.

The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

A non-refundable deposit of \$20,000 is due upon contract signing, but no later than May 7, 2010.

Letter of Credit/Cash Deposit

A) Rent & Expenses - Fifteen (15) days prior to the event, LICENSEE shall deliver to AUTHORITY an unconditional, irrevocable standby letter of credit (the "Letter of Credit") in a form issued by an approved American financial institution acceptable to AUTHORITY, naming AUTHORITY, as beneficiary or alternatively, at the LICENSEE'S election, a cash deposit, which Letter of Credit or cash deposit shall be the total of subtracting the total Gross Tickets Sales for the Event to date held by the ARENA Box Office (does not include any tickets taken on consignment) from a expense projection of \$165,000. For clarity, if Gross Ticket Sales (after sales tax) equals \$125,000 fifteen (15) days (June 26, 2010) prior to the Event, Licensee shall post a Letter of Credit or Cash Deposit to Authority in the amount of \$40,000. By its own terms, the letter of credit posted shall expire only upon the earlier of:

- a) notification by AUTHORITY – to the issuer of the Letter of Credit that AUTHORITY has been paid and / or received the entire License Fees, expenses and reimbursements of the Agreement for which it was posted.
- b) Ninety (90) days after the event

B) Consignment Tickets - Prior to the event going onsale, LICENSEE shall deliver to AUTHORITY an unconditional, irrevocable standby letter of credit (the "Letter of Credit") in a form issued by an approved American financial institution acceptable to AUTHORITY, naming AUTHORITY, as beneficiary or alternatively, at LICENSEE'S election, a Cash Deposit, which Letter of Credit or Cash Deposit shall be in the amount equal to the value of the number of tickets taken on consignment. For clarity, should LICENSEE take \$50,000 of tickets on consignment, LICENSEE shall deliver a Letter of Credit or Cash Advance in the amount of \$50,000 prior to receiving any consignment tickets. This process shall be applicable to the total amount of tickets taken on consignment by LICENSEE.

By its own terms, the letter of credit posted shall expire only upon the earlier of:

- 1) notification by Authority – to the issuer of the Letter of Credit that Authority has been paid and / or received any unsold tickets taken by consignment and credited back to the box office statement.
 - a) Ninety (90) days after the event

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as stagehands, ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the AUTHORITY all indirect and direct costs of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

All tickets taken on a consignment basis (sold and unsold) by LICENSEE must be returned and accounted for 3 days (July 7, 2010) prior to the Event with the ARENA box office manager. The number of consignment tickets requested by LICENSEE is subject to the approval of the AUTHORITY.

d. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>AREA</u>	<u>PRICE</u>
Floor/Lower Tier	\$128.50
Floor/Lower Tier	\$102.50
Upper Tier	\$82.50
Upper Tier	\$62.50
Upper Tier	\$42.50

The ticket prices include a \$3.50 facility fee, which the AUTHORITY will be entitled to retain.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

The AUTHORITY has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

- e. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)

Suite 121 shall be allocated to the LICENSEE.

- f. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: 25 tickets shall be allocated to the AUTHORITY per show.
LICENSEE: TBD

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$10,000.00 (ten thousand dollars) per half hour plus expenses.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

Aventura

Other acts TBD, which shall be approved by AUTHORITY

- a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:
 - b. Production of the participants in the event.
 - c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
 - d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the AUTHORITY 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses, unreturned monies due from consignment tickets, unsold and unreturned consignment tickets and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to

assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no AUTHORITY with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 70/30 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by

such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. 50 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

30. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

31. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on

the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 7:00 pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its reasonable judgment and sole reasonable discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the AUTHORITY, its Chief Executive Officer or its ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**


The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.


NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By


James R. Minish
Executive Vice President – Facilities

LATIN EVENTS, LLC

By


Hector F. Cabrera

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of June, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as AUTHORITY and Latin Events, LLC, 180 Taxter Road, P.O. Box 47, Irvington, NY 10533 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Event: *Aventura* Concert
IZOD Center
Date: Sunday, July 11, 2010
Time: 8:00 pm – 11:30 pm
Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 3:00 a.m. on the 11th day of July, 2010 and to the 12th day of July, 2010 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards or such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this

permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$30,000 plus expenses.

The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

A non-refundable deposit of \$20,000 is due no later than June 15, 2010.

Letter of Credit/Cash Deposit

A) Rent & Expenses - Fifteen (15) days prior to the event, LICENSEE shall deliver to AUTHORITY an unconditional, irrevocable standby letter of credit (the "Letter of Credit") in a form issued by an approved American financial institution acceptable to AUTHORITY, naming AUTHORITY, as beneficiary or alternatively, at the LICENSEE'S election, a cash deposit, which Letter of Credit or cash deposit shall be the total of subtracting the total Gross Tickets Sales for the Event to date held by the ARENA Box Office (does not include any tickets taken on consignment) from a expense projection of \$165,000. For clarity, if Gross Ticket Sales (after sales tax) equals \$125,000 fifteen (15) days (June 27, 2010) prior to the Event, Licensee shall post a Letter of Credit or Cash Deposit to Authority in the amount of \$40,000. By its own terms, the letter of credit posted shall expire only upon the earlier of:

- a) notification by AUTHORITY – to the issuer of the Letter of Credit that AUTHORITY has been paid and / or received the entire License Fees, expenses and reimbursements of the Agreement for which it was posted.
- b) Ninety (90) days after the event

B) Consignment Tickets - Prior to the event going onsale, LICENSEE shall deliver to AUTHORITY an unconditional, irrevocable standby letter of credit (the "Letter of Credit") in a form issued by an approved American financial institution acceptable to AUTHORITY, naming AUTHORITY, as beneficiary or alternatively, at LICENSEE'S election, a Cash Deposit, which Letter of Credit or Cash Deposit shall be in the amount equal to the value of the number of tickets taken on consignment. For clarity, should LICENSEE take \$50,000 of tickets on consignment, LICENSEE shall deliver a Letter of Credit or Cash Advance in the amount of \$50,000 prior to receiving any consignment tickets. This process shall be applicable to the total amount of tickets taken on consignment by LICENSEE.

By its own terms, the letter of credit posted shall expire only upon the earlier of:

- 1) notification by Authority -- to the issuer of the Letter of Credit that Authority has been paid and / or received any unsold tickets taken by consignment and credited back to the box office statement.
- a) Ninety (90) days after the event

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as stagehands, ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the AUTHORITY all indirect and direct costs of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

All tickets taken on a consignment basis (sold and unsold) by LICENSEE must be returned and accounted for 3 days (July 8, 2010) prior to the Event with the ARENA box office manager. The number of consignment tickets requested by LICENSEE is subject to the approval of the AUTHORITY.

d. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>AREA</u>	<u>PRICE</u>
Floor/Lower Tier	\$128.50
Floor/Lower Tier	\$102.50
Upper Tier	\$82.50
Upper Tier	\$62.50
Upper Tier	\$42.50

The ticket prices include a \$3.50 facility fee, which the AUTHORITY will be entitled to retain.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

The AUTHORITY has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

- e. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)

Suite 121 shall be allocated to the LICENSEE.

- f. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: 25 tickets shall be allocated to the AUTHORITY per show.
LICENSEE: TBD

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$10,000.00 (ten thousand dollars) per half hour plus expenses.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

Aventura

Other acts TBD, which shall be approved by AUTHORITY

- a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:
 - b. Production of the participants in the event.
 - c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
 - d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the AUTHORITY 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses, unreturned monies due from consignment tickets, unsold and unreturned consignment tickets and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to

assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no AUTHORITY with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 70/30 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by

such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. 50 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

30. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

31. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on

the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 7:00 pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its reasonable judgment and sole reasonable discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the AUTHORITY, its Chief Executive Officer or its ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

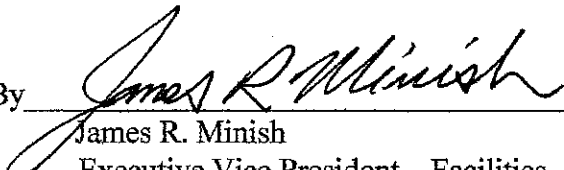
48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

LATIN EVENTS, LLC

By 
Hector F. Cabrera

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of May, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium ARENA Manager hereinafter referred to as LICENSOR, and The Wiggles Live U.S.A., Inc., 4544 Sunbelt Drive, Addison, TX 75001 hereinafter referred to as LICENSEE.

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Event:	The Wiggles - Big Birthday
Date(s):	July 17, 2011
Time(s):	12:30 PM & 4:30 PM 4:00 PM <i>gm</i>
Event Length(s):	1 1/2 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 7:00 a.m. on the 17th day of July, 2011 and to the 18th day of July, 2011 at 1:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

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BB

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, the LICENSOR and LICENSEE agree to the following Gross Ticket Sales splits for the Event covered by this Agreement:

DEDUCTIONS FROM GROSS TICKET SALES (OFF THE TOP):

- 7% New Jersey State Sales Tax
- Advertising
- Credit Card Commissions at Box Office
- Group Sales Commissions (10%) on groups of 10 or more

REMAINDER OF GROSS TICKET SALES TO BE SPLIT:

- 65% LICENSEE - 35% LICENSOR - \$0 - \$300,000
- 70% LICENSEE - 30% LICENSOR - \$300,001 - \$400,000
- 75% LICENSEE - 25% LICENSOR - \$400,001 - \$600,000
- 80% LICENSEE - 20% LICENSOR - \$600,000 and above

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. PAYMENT OF EXPENSES:

LICENSOR will be required to pay for Event Supervision, Per Diem Staff (ushers, ticket takers, security, medical, box office, matrix, etc.), Union trades (electricians, carpenters, plumbers, laborers, teamsters, cleaners, etc.), Stagehands, utilities, set up fees, one (1) T1 line, one (1) phone line and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event. LICENSOR agrees to provide its in house stage and in house spotlights for LICENSEE'S use during the Event.

LICENSEE will be required to pay for Event production (including any additional spotlights), catering, lodging, insurance, dressing room furniture, additional phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI/SESAC Music License Fees, hospitality, transportation and any additional items needed to produce the shows.

A preliminary event settlement shall be completed upon conclusion of the shows after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred as a result of the occupancy and operations of the LICENSEE. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 business days after the close of the event.

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4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total (net of tax) on groups of 10 or more.

6. **TICKET PRICES - CONFIGURATION**

A. Ticket prices:

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Day, Date	Time	Type	P1	P2	P3	P4
Sunday, July 17	12:30 PM	Full	\$75.50	\$42.50	\$28.50	\$15.50
		Group	\$75.50	\$42.50	\$18.50	\$5.50
		Discount	TBD	TBD	TBD	TBD
		Promotion	TBD	TBD	TBD	TBD
Sunday, July 17	4:00 PM	Full	\$75.50	\$42.50	\$28.50	\$15.50
		Group	\$75.50	\$42.50	\$18.50	\$5.50
		Discount	TBD	TBD	TBD	TBD
		Promotion	TBD	TBD	TBD	TBD

The \$3.50 facility fee, which the LICENSOR will be entitled to retain, is on top of the ticket prices above. Notwithstanding the foregoing, LICENSOR shall pay \$0.50 (pre tax) of the facility fee to LICENSEE at settlement. The facility fee is subject to the 7% NJ State Sales Tax

Net Capacity per show (TBD)

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

7. **SUITES**

- A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the 28 luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).
- B. Suite 121 shall be allocated to the LICENSEE. Suite 121 may be obstructed view due to production setup.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

8. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

9. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a

penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

10. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has valid, properly executed and compatible contracts with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

The Wiggles - Big Birthday

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign in consultation with LICENSOR.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement (outside agency commission TBD). Advertising account is as follows:

NOT APPLICABLE

11. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents,



contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

12. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

13. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

14. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission or breach of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence or willful misconduct of the



LICENSOR, its employees or agents. LICENSOR agrees to indemnify LICENSEE in kind.

15. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

16. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

17. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

18. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. There will be no alcohol sales at the Event.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.



The merchandise deal: 75.25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85.15 on CD's and DVD's only.

19. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

20. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

21. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

22. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

23. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be



approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

24. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

25. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

26. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

27. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

28. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other



protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

29. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

30. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

31. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

32. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

33. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave



exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

34. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

35. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

July 17 - 11:30 AM

July 17 - 3:00 PM

36. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

37. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

38. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 8 above.

39. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in



LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

40. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

41. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

42. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

43. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

44. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

45. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.



46. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

47. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium ARENA Manager.

48. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

49. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

50. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

51. **EVENT SPONSORSHIP**

LICENSOR shall receive a 15% commission for any local sponsorships sold for the Events. The remaining balance is subject to the revenue splits noted above after the applicable off the top deductions are made. All local sponsorships are subject to LICENSEE approval.

52. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

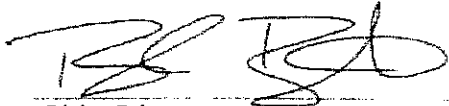
By


James R. Minish



Executive Vice President - Facilities

THE WIGGLES LIVE USA, INC.

By 

Blaine Brinton

EVENT MANAGER - N. AMERICA

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of May, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as AUTHORITY and Ambicas Concepts, Inc., 4636 Ocean Heights Avenue, Mays Landing, NJ 08330 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Event: **"SHANKAR,EHSAAN,LOY"** – Indian Concert
The Theater at IZOD Center
Date: Saturday, July 17, 2010
Time: 8:00 pm – 11:30 pm
Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 17th day of July, 2010 and to the 18th day of July, 2010 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this

permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY a License Fee based on the following attendance (turnstile count including complimentary tickets) scale:

---\$12,500 plus expenses -- If attendance (turnstile count including complimentary tickets) is less than 6,500

---\$20,000 plus expenses -- If attendance (turnstile count including complimentary tickets) is 6,500 or greater

The AUTHORITY will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

A non-refundable deposit of \$20,000 is due upon contract signing, but no later than May 5, 2010.

Letter of Credit/Cash Deposit

A) Rent & Expenses - Fifteen (15) days prior to the event, LICENSEE shall deliver to AUTHORITY an unconditional, irrevocable standby letter of credit (the "Letter of Credit") in a form issued by an approved American financial institution acceptable to AUTHORITY, naming AUTHORITY, as beneficiary or alternatively, at the LICENSEE'S election, a cash deposit, which Letter of Credit or cash deposit shall be the total of subtracting the total Gross Tickets Sales for the Event to date held by the ARENA Box Office (does not include any tickets taken on consignment) from a expense projection of \$65,000. For clarity, if Gross Ticket Sales (after sales tax) equals \$50,000 fifteen (15) days (July 2, 2010) prior to the Event, Licensee shall post a Letter of Credit or Cash Deposit to Authority in the amount of \$15,000. By its own terms, the letter of credit posted shall expire only upon the earlier of:

- a) notification by AUTHORITY -- to the issuer of the Letter of Credit that AUTHORITY has been paid and / or received the entire License Fees, expenses and reimbursements of the Agreement for which it was posted.
- b) Ninety (90) days after the event

B) Consignment Tickets - Prior to the event going onsale, LICENSEE shall deliver to AUTHORITY an unconditional, irrevocable standby letter of credit (the "Letter of Credit") in a form issued by an approved American financial institution acceptable to AUTHORITY, naming AUTHORITY, as beneficiary or alternatively, at LICENSEE'S election, a Cash Deposit, which Letter of Credit or Cash Deposit shall be in the amount

equal to 20% of the value of the number of tickets taken on consignment. For clarity, should LICENSEE take \$100,000 of tickets on consignment, LICENSEE shall deliver a Letter of Credit or Cash Advance in the amount of \$20,000 prior to receiving any consignment tickets. This process shall be applicable to the total amount of tickets taken on consignment by LICENSEE.

By its own terms, the letter of credit posted shall expire only upon the earlier of:

- 1) notification by Authority – to the issuer of the Letter of Credit that Authority has been paid and / or received any unsold tickets taken by consignment and credited back to the box office statement.
- a) Ninety (90) days after the event

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as stagehands, ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after

each event. LICENSEE shall pay the AUTHORITY all indirect and direct costs of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

All tickets taken on a consignment basis (sold and unsold) by LICENSEE must be returned and accounted for 1 day (July 16, 2010) prior to the Event with the ARENA box office manager. The number of consignment tickets requested by LICENSEE is subject to the approval of the AUTHORITY.

d. Ticket Prices & Configuration are as follows:

Net Capacity – TBD

<u>AREA</u>	<u>PRICE</u>
Floor	TBD
Lower Tier	TBD
Upper Tier	TBD

The ticket prices will include a \$3.50 facility fee, which the AUTHORITY will be entitled to retain.

The AUTHORITY shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

The AUTHORITY has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

e. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)

Suite 121, if unobstructed, shall be allocated to the LICENSEE. LICENSEE understands that suite 121 is obstructed view due to the event being held in the theater setup.

f. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

AUTHORITY: 25 tickets shall be allocated to the AUTHORITY per show.
LICENSEE: TBD

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per half hour plus expenses.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

“SHANKAR,EHSAAN,LOY” – Indian Concert
Shankar Mahadevan
Ehsaan
Loy
Richa Sharma
Shafaqt Amanat Ali

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the AUTHORITY as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the AUTHORITY 10 days in advance of the event. The policies shall also provide, and the certificate shall so note,

that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the AUTHORITY against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the AUTHORITY; however, it does not apply to claims found to have resulted from the sole negligence of the AUTHORITY, its employees or agents.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses, unreturned monies due from consignment tickets, unsold and unreturned consignment tickets and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules,

halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no AUTHORITY with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 70/30 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such

broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. 50 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

30. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

31. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 7:00 pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall

cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its reasonable judgment and sole reasonable discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the AUTHORITY, its Chief Executive Officer or its ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**

The Arena shall at all times be known as the IZOD CENTER or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President – Facilities

AMBICAS CONCEPTS, INC.

By Praveen Vig 5-3-10
Praveen Vig

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of June, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as LICENSOR, and American Idol Productions, Inc., 7800 Beverly Blvd., Suite 251, Los Angeles, CA 90036 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

American Idol Auditions

IZOD CENTER

Dates: July 31, 2010 – Setup Day
 August 1, 2010 – Registration Day – 24 hrs.
 August 2, 2010 – Registration Day – 24 hrs.
 August 3, 2010 – Audition Day – 24 hrs.

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 p.m. on the 31st day of July, 2010 and to the 4th day of August, 2010 at 12:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts, and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the following sums as License Fees based on occupancy dates:

- July 31, 2010 -- Setup Day - \$5,000 plus expenses
- August 1, 2010 – Registration Day - \$25,000 plus expenses
- August 2, 2010 – Registration Day - \$25,000 plus expenses
- August 3, 2010 – Audition Day - \$25,000 plus expenses

The License Fee and expenses shall be paid under the following payment schedule:

- \$50,000 non-refundable deposit upon contract signing but no later than June 20, 2010
- \$30,000 and 100% (\$106,659) of estimated expenses = \$136,659 by July 14, 2010

Final settlement within 45 business days after the close of the Event.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE also will be required to pay for insurance, ticket printing, any applicable sales taxes (New Jersey State 7% sales tax on ticket (if sold) s & applicable merchandise), phone charges, T1 lines, ASCAP/BMI/SESAC Music License Fees, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any (reasonable wear and tear excepted), has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 45 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before the Event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by LICENSOR.

6. **CANCELLATION BY LICENSEE**

Except as provided under Paragraph 40 of this Agreement, should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement. Notwithstanding anything to the contrary in the principal agreement, in the event of cancellation by LICENSEE (for reasons other than force majeure as set forth below), LICENSOR will use commercially reasonable efforts to rebook space on a priority basis and to otherwise mitigate its damages, and LICENSEE'S cancellation fee shall be reduced accordingly should LICENSOR be able to subsequently rebook the space on the specified dates.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. The acts to be supplied by the LICENSEE are as follows:

American Idol Auditions

b. Production of the participants in the event.

c.

d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows: TBD

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

LICENSOR represents and warrants that: (i) LICENSOR has the full right to enter into this agreement and to perform its obligations hereunder and is not subject to any obligation or disability which will or might prevent or interfere with LICENSOR fully keeping and performing all of its agreements hereunder; and (ii) LICENSOR is in full compliance with any and all rules, laws, regulations, ordinances, etc., promulgated by any federal, city, local or other entity, agency or organization, including without limitation any health and safety, fire, police; and/or construction ordinances in connection with facilities of similar nature and locale which are used for the purposes intended by LICENSEE.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. Subject to LICENSEE'S indemnification above, LICENSOR shall indemnify and hold harmless LICENSEE and its parent, affiliated and subsidiary companies and LICENSEE'S successors and assigns, and the respective owners, officers, directors, agents, and employees of each, and its invitees, from and against all liability, actions, claims, demands, losses or damages (including reasonable attorneys' fees) caused by or arising out of: (i) the condition of the ARENA'S premises; (ii) the sole negligent or intentional acts or omissions of LICENSOR, its agents, subcontractors and or employees; and/or (iii) any breach or default hereunder by LICENSOR.

12. **LIEN**

This paragraph intentionally left blank.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security. LICENSOR shall consult meaningfully with LICENSEE'S own security personnel throughout the planning and execution of this Event.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75% LICENSEE / 25% ARAMARK with taxes, bootleg security and credit cards off, the top for all merchandise sold at the Event - Aramark sells

d. Fan Festival Booth – LICENSOR agrees that LICENSEE will be setting up a “Fan Festival” booth/table at the Event in an area of the ARENA (LICENSEE understands the space limitations on the ARENA concourse and may need to use outside areas) to be mutually decided by the parties. The booth/table area shall be approximately 10-feet by 25-feet. LICENSEE shall be permitted to set up a karaoke machine and sell (subject to the merchandise deal outlined in paragraph 15 (c) above) and supply information regarding American Idol merchandise from the Fan Festival booth/table using its own employees, licensees, or contractor and using Aramark merchandise sellers for selling any merchandise. Licensee will be solely responsible for obtaining all necessary permits and complying with all regulations regarding the sale of merchandise, if any.

16. **BROADCAST RIGHTS**

LICENSEE reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such broadcasting privileges. The LICENSOR shall not charge any fee for the origination of news broadcasts. LICENSEE certifies and attests that there will be no live broadcasts of the Event.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney’s fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSOR acknowledges that LICENSEE is the owner of all broadcast rights in and copyright of the photography and/or recordings made during the Event at the ARENA, and that LICENSEE, its successors and assigns have the irrevocable and perpetual right, throughout the universe, in any manner and in any media now known or hereafter devised to use and exploit the films, photographs, and recordings made during the Event at the ARENA in such manner and to such extent as LICENSEE desires. LICENSOR has the right to require advance payment to the LICENSOR by LICENSEE of any estimated related costs (applicable union requirement costs) to be incurred by the LICENSOR for recording privileges. LICENSEE and its licensees, assigns, and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, programs, products (including interactive and multimedia products), photographs and recordings made during the Event at the ARENA, and in the advertising, promotion and publicity thereof, in perpetuity throughout the universe. LICENSOR hereby acknowledges that neither LICENSOR or any tenant, or other party now or hereafter having an interest in the ARENA, has any interest in LICENSEE’S photography or recording made during the Event at the ARENA. LICENSOR’S sole remedy for breach of this contract by LICENSEE shall be an action for money damages. In no event will LICENSOR be entitled to injunctive relief against

LICENSEE, its successors and/or assignees or any other party arising out of any use of said photography and recordings.

Nothing contained herein grants the LICENSEE the permission or rights to use the trademarks, logos or other protected marks of the Meadowlands Sports Complex or any of the teams or advertisers that utilize the ARENA and the Sports Complex in any films, recordings or photographs made at the Event. For avoidance of doubt, LICENSEE may use the ARENA'S name and address in advertising for the Event and in connection with the program "American Idol".

LICENSEE agrees that the films, recordings or photographs for which scenes from the Meadowlands Sports Complex and ARENA are subsequently used by LICENSEE, that LICENSEE shall not portray LICENSOR, the Meadowlands Sports Complex, the ARENA or the State of New Jersey in a negative manner.

LICENSOR shall have no responsibility or liability for the filming, recording or photography made by LICENSEE at the Event (including ad lib remarks of announcers and participants) including, but not limited to responsibility or liability for any violation of any rights of others by such filming, recording or photography. To the extent, it is responsible for the filming, recording and photography of the Event, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from any filming, recording, photography or any subsequent uses of such filming, recording or photography made at the Event.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including reasonable legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. LICENSOR hereby acknowledges approval of the American Idol Auditions event based on the information provided by LICENSEE to LICENSOR. LICENSOR retains such right of approval should such Event content change.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by the LICENSOR or its designee, which will retain and be entitled to all receipts from the parking. 75 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR or its designee. Parking for the Event will be \$15.00 per car and \$30.00 per bus.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or

costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All permanent advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at TBD.

33. **REFUND OF TICKET REVENUE**

There are no paid tickets to this Event.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent of \$5,000 per hour plus expenses at the LICENSOR'S sole discretion.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval. Notwithstanding the foregoing, LICENSEE may assign, license and/or transfer any and all rights pertaining to the ownership, distribution and exploitation of the copyright of the program American Idol.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR, and (if practical) after written notice of such default and a reasonable time to cure, shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR and/or LICENSEE or which the LICENSOR and/or LICENSEE is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof; LICENSEE shall have no obligation to LICENSOR, including the obligation to make any payments described in Paragraph 6; and LICENSOR shall refund the deposit described in Paragraph 6.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its reasonable judgment and sole reasonable discretion, it deems the work (or services, etc.) being performed by (or

provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. In the event that the LICENSOR files an objection(s), LICENSEE has the right to cure such objection(s). LICENSOR, after LICENSEE exercised its right to cure to the dissatisfaction of the LICENSOR, shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event. Notwithstanding the foregoing, LICENSOR deems the nature of the Event appropriate.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought to enforce the terms of this Agreement shall be filed in a court located in the State of New Jersey.

46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

48. **SUITES**

- a. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

- b. The LICENSOR has the right to hold seats for suite relocation for obstructed view suites due to production. These relocated seats are complimentary.
- c. Suite 121 shall be allocated to the LICENSEE.

49. **EVENT SPONSORSHIP**

LICENSOR has provided a list of LICENSOR'S exclusive sponsors at the ARENA to LICENSEE. LICENSOR is entitled to all receipts from such exclusive sponsors. LICENSEE understands that Coca-Cola is an exclusive sponsor at the ARENA, therefore LICENSEE shall be permitted to display, advertise or distribute any materials from Coca-Cola, a sponsor of the American Idol Auditions, at the ARENA during the Event.

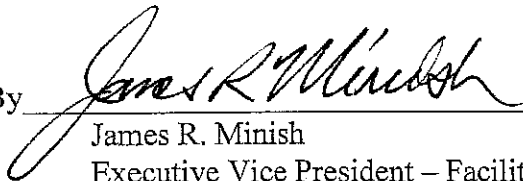
The approved American Idol Audition sponsors listed below are not in competition with the ARENA exclusive sponsors and LICENSOR hereby approves of such sponsors to have sponsorship presence at the Event. All materials, displays, advertisements and distributions are subject to the approval of the LICENSOR. The LICENSOR and LICENSEE shall mutually agree on areas for the sponsors to setup their materials. Any additional sponsorships are subject to the approval of the LICENSOR.

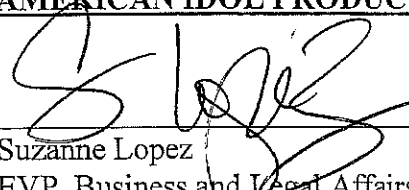
Sponsorship activation shall be mutually agreed upon by the parties.

50. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish
Executive Vice President - Facilities

TAG **AMERICAN IDOL PRODUCTIONS, INC.**
By  _____
Suzanne Lopez
EVP, Business and Legal Affairs

LICENSE AGREEMENT

THIS AGREEMENT OF LICENSE made as of September 22, 2010, by and between the **NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as "Licensor"), and **FORDHAM UNIVERSITY** an educational, non-profit corporation formed under the laws of the State of New York (hereinafter referred to as "Licensee").

1. AREAS OF USE

Under the terms and conditions hereof, the Licensor grants Licensee to use and occupy that portion of the IZOD Center (hereinafter referred to as "Arena"), for the purpose of presenting Licensee's Men's Basketball Team games (hereinafter referred to as "Home Games") as described in this Agreement. The areas of use are as follows: The main arena and all seating areas, entries, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences and parking toll plazas, parking lots and roadways typically associated with maximum usage of the Arena. In addition, selected team locker rooms, interview rooms and lounges will be designated by the Licensor from existing locker room areas pursuant to the terms of this Agreement.

2. TERM

This Agreement shall commence as of July 1, 2010, and shall run to the conclusion of the third (3rd) successive NCAA men's intercollegiate basketball season in the spring of the year 2013.

Licensee agrees to play a minimum of four (4) Home Games at the Arena during the men's NCAA intercollegiate basketball seasons for 2010-2011; 2011-2012; and 2012-13. The parties shall mutually agree in advance on the date and times of said Home Games. The parties may mutually agree in writing to increase or decrease the minimum number of Home Games to be played at the Arena in any basketball season.

The parties agree that either party may terminate this Agreement, with or without cause, at any time so long as the party who wishes to terminate gives the other party thirty (30) days written notice. Notwithstanding anything to the contrary in this paragraph, the parties agree that neither party shall have the right to terminate this Agreement without cause once the basketball season has started.

3. TIME OF USE AND GAMES EVENTS

Under this Agreement, Licensee is entitled to use and occupy said Arena for a period beginning no less than two (2) hours preceding each Home Game and ending as soon as practicable, but not later than two (2) hours after completion of each Home Game, for such purposes as are reasonably related to the use for which Licensee is being allowed the use of the Arena as agreed to by the parties.

4. SCHEDULING

The parties agree to mutually cooperate and use reasonable efforts to accommodate the scheduling of Licensee's Home Games at the Arena during the term of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, Licensor shall have the right hold the required dates, as outlined in the Stadium Ground Lease to accommodate the National Football League exhibition and regular season schedule and playoff dates of the New York Giants and the New York Jets.

5. LICENSE FEE

Licensee will retain seventy percent (70%), and Licensor shall retain thirty percent (30%) of the net ticket sales. Net ticket sales shall be defined as gross ticket sales less applicable taxes. In addition, Licensor shall receive a facility fee of \$3.50 on all tickets sold.

Licensee shall reimburse Licensor for all agreed upon expenses incurred by Licensor to operate the Arena. Said expenses shall include, but shall not be limited to, all costs associated with guest services, security, medical, multi-media, operations, and installation/removal of the court, and cleaning the Arena. Expenses are not expected to exceed forty thousand dollars (\$40,000) per Home Game for the 2010-2011 NCAA men's intercollegiate basketball season. In advance of each Home Game, Licensor shall provide Licensee in writing a list of estimated expenses associated with operating the Arena during said Home Game.

6. PAYMENT OF EXPENSES

Except as otherwise agreed to in this Agreement, Licensor shall be responsible for all other expenses associated with the operation of the Arena during Home Games.

7. ARENA NAME

The Arena shall at all times be known as the IZOD Center or by such name(s) as designated by the Licensor and shall not otherwise be designated by Licensee in any manner or in any publication, advertising or on any ticket, unless the Licensor first consents, in writing, to such other designation. Licensee shall similarly require that any Licensee agent refer to the Arena by the name so designated in any printed material or broadcast.

8. BOX OFFICE AND TICKETS

Licensor shall furnish Licensee a box office statement after each Home Game. Ticket printing, the sale of the house and configuration of the seating shall be arranged through Licensor. All seating will be reserved.

Licensee agrees to use the Licensor's ticketing agent (Ticketmaster, or any successor designated by the Licensor) as the Licensee's agent to arrange to make tickets available for sale on the Ticketmaster system, or any successor ticket servicer's system and to sell tickets on the Licensee's behalf.

The Licensor and Licensee will both handle over-the-counter advance, individual and group sales and day-of-the event sales. The Licensor and Licensee's designated agent shall make discounted sales of tickets to a group. The Licensor and Licensee shall mutually agree on the amount of any ticket discount. Licensor shall be entitled to a ten percent (10%) commission on the sale of all group tickets sold by the Licensor or Licensor's agents.

Licensor's and Licensee's ticket managers will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required with respect to the sale of their tickets.

Licensee shall have the right to authorize the Licensor, Ticketmaster or other agents to offer to patrons of the Home Games the ability to use credit cards for the purchase of tickets to admission at the Home Games.

Licensee agrees to pay any service charges imposed by credit card companies in connection with tickets sold at its box office. Licensor agrees to pay any service charges imposed by credit card companies in connection with tickets sold at its box office.

Licensee and Licensor agree to comply with all ADA requirements in regard to ticket sales and seat locations. Licensee and Licensor shall establish policies with regard to ticket sales that ensure that wheelchair users and their companions are offered a choice of ticket prices offered to persons without disabilities. Ticket prices for floor locations for wheelchair users and their companions not using a wheelchair shall be no higher than ticket prices for adjacent seats of persons without disabilities.

Licensee and Licensor will mutually agree upon ticket prices (e.g., adult, student, group, etc.).

Licensee and Licensor will also mutually agree upon the number of complimentary tickets each is to receive.

Except as may be otherwise specifically addressed in this Agreement, luxury suite tickets shall not be considered as part of the Agreement.

Licensee shall be permitted to have complimentary use of one (1) luxury suite one for each Home Game. Licensee shall be responsible for the cost of food and beverage ordered in Licensee's complimentary suite.

The Licensee shall be responsible for the accounting and depositing of all money derived from the sale of secondary Tickets. The Licensor shall be responsible for the accounting and depositing of all money derived from Ticketmaster and tickets sold through the Arena Box Office.

9. CONCESSIONS

Licensor shall retain all concession revenues through its arrangement with its concessionaire Aramark.

Licensor reserves all rights with respect to the sale of concessions in the Arena and on the site of the entire Sports Complex, including but not limited to the sole right to sell or give away refreshments, candies, sandwiches, beverages, periodicals, and other merchandise, to conduct check rooms, and other privileges and Licensee shall not engage in nor undertake the sale of any of the aforesaid or similar articles or privileges either before or after the Home Game or during any intermissions which might be provided during the Home Game and shall receive no portion of the proceeds therefrom. The sale of alcoholic beverages will only be permitted in the appropriate designated areas.

10. MERCHANDISE

Licensee shall be entitled to enter into a separate agreement with Licensor's exclusive concessionaire, i.e. Aramark, for the sale of items of merchandise specific to the Home Games such as T-shirts, sweatshirts, hats, visors, novelties and other like merchandise. Licensor shall designate stand locations in the Arena for merchandising such items.

11. BROADCAST RIGHTS

Licensee shall have all rights for radio and television, internet and any other mutually agreed upon broadcasts of the Home Games originating from the Arena during the term of this Agreement.

Licensor shall have no responsibility or liability for the radio or television broadcasting (including ad lib remarks of announcers) including, but not limited to, responsibility or liability for any violation of any rights of others by such broadcasting. To the extent it is responsible for the origination of, or the contracting for, such broadcasting, the Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, representatives, agents, and employees from any and all claims, damages, liability, costs and expenses including reasonable attorney's fees arising from a radio or television broadcast, unless the claim or liability results from the negligence or willfulness of the Licensor or its employees or agents.

12. OTHER OBLIGATIONS OF LICENSEE

Licensee shall provide at Licensee's sole cost and expense the men's intercollegiate basketball teams for each scheduled Home Game and the game officials to officiate the games.

For each date that there is a television production of the games, Licensee shall pay Licensor a TV production facility usage charge of five hundred dollars (\$500.00), the reasonable costs associated with the use of the Arena's integral television cables; hook-up and disconnect of TV production vehicles and electricity; and reimburse the Licensor for labor expenses game by game if labor union jurisdiction makes it necessary for the TV production company to utilize "in-house" labor.

13. OTHER OBLIGATIONS OF LICENSOR

Licensor will provide at its sole cost and expense, heating/air conditioning, overhead lighting for ordinary use, use of the public address system, and locker rooms of a kind and quantity generally provided at the Arena for intercollegiate athletic events.

Licensor will provide at Licensor's sole cost and expense, a scoreboard operator, a scorekeeper, two clock operators, a statistics computer operator and assistant, camera operators, a public address announcer, and a LED fascia display operator.

All other services requested by Licensee will be at the expense of Licensee.

14. PARKING

Licensor shall retain all revenues derived from parking and pay for all parking costs. Licensor shall charge fifteen dollars (\$15) per vehicle for each Home Game. Parking will be controlled and operated by Licensor or its designee. A mutually agreed upon number of complimentary passes will be printed and presented by Licensor to Licensee for use at the Home Games at mutually agreeable locations.

15. WINNERS CLUB

Licensor shall operate, in conjunction with the concessionaire, the Winners Club for the purpose of serving food and beverages. Licensor shall allow Licensee to the exclusive use of the Winners Club during Home Games, as well as exclusive use of one of the two Franchise Rooms. Licensor shall have the option to utilize the other Franchise Room for its exclusive use, however, if Licensor decides not to use this other Franchise Room, then Licensee shall have the right to use said Franchise Room during its Home Games. Licensee shall have the sole right to determine access to the Winners Club during the Home Games.

16. ADVERTISING SIGNS AND POSTERS

All advertising spaces on the premises of Licensor are the exclusive property of Licensor and all receipts therefrom shall accrue to Licensor. However, during the games covered by this Agreement, Licensee may sell and retain all income from temporary advertising signs subject to the Licensor's approval, and such approval shall not be unreasonably withheld and so long as such advertisers are not in conflict with Licensor's advertisers and are otherwise consistent with the presentation of family entertainment and not political in content.

Licensee shall not itself, nor through the Atlantic 10 Conference, the National Collegiate Athletic Association nor any broadcaster with whom Licensee, the Atlantic 10 Conference, or the National Collegiate Athletic Association have an agreement to broadcast the games, permit the display utilizing electronic or computer technology, of any advertising device, logo or any material pertaining to any advertiser during such broadcasts in such a manner which would make it appear to the viewer of the broadcast that the advertising device, logo or material was in place at the Arena, without the expressed written consent of the Licensor, nor do anything to contribute to the creation of an impression that a relationship exists between any advertiser and Licensor, nor permit the display of any advertising device, logo or material of any advertiser whose product

or service is in conflict with that of any advertiser with whom Licensor has a contractual relationship.

In the event that Licensor renews its agreement with Phillips-Van Heusen Corporation for a presenting sponsorship of the 2010-2011 NCAA men's intercollegiate basketball season, then Licensor agrees to remit twenty percent (20%) of the net presenting sponsorship fee to Licensee.

17. INSURANCE

Licensee shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensee, which insures the Licensee's operations contemplated by this Agreement. Such General Liability insurance shall be written with a limit of at least \$1,000,000.00 (one million dollars) Combined Single Limit for Bodily Injury and Property Damage Liability, Personal Injury Liability. There shall be no exclusion or limitation or restriction with respect to claims made by participants. The Licensor shall be included as an additional insured.

The Licensee shall provide a certificate of such insurance to the Licensor. The policy shall also provide and the certificate shall so note, that the coverage may not be cancelled or any major change in coverage is implemented without at least thirty (30) days' written notice given to the Licensor.

The Licensor represents that it has Comprehensive General Liability insurance for any and all claims arising out of the structure or operations of the Licensor and the Licensor's personnel, agents, servants or representatives. Licensee shall be named as an additional insured under the policy. The Licensor shall provide proof of such insurance to Licensee.

The Licensor shall also insure against and be responsible for and Licensee shall have no liability for claims arising from the operation of vehicular traffic on the licensed premises including the parking lots operated pursuant to this Agreement.

The Licensor will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the Licensee. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds during the term of this Agreement shall be damaged by the act, default, or negligence of Licensee, its agents, contractor or its patrons, the Licensee will pay Licensor such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted.

18. INDEMNIFICATION

Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to defend and indemnify and save harmless the Licensor against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor of Licensee, arising out of the negligent activities conducted by Licensee, its agents, employees, or authorized representatives. Licensor agrees to defend and indemnify and save harmless the Licensee against any and all claims for losses, injury

or damage to persons or property arising out of the negligent activities or conduct by the Licensor, its employees, agents or authorized representatives.

19. WAIVER OF PERSONAL LIABILITY

All obligations and liabilities under this Agreement on the part of both parties are solely corporate or partnership liabilities and each party hereby releases each and every officer, agent, director, partner and member of the other party of and from any personal or individual liability under this Agreement, and no officer, agent, director, or member of either party shall at any time or under any circumstances be individually or personally liable under this Agreement or for any action taken hereunder by Licensee or otherwise in connection therewith, or for or on account of any failure on the part of that party hereunder, except with respect to fraud, intentional or willful misconduct, acts constituting a crime, malice, conduct outside the scope of employment or any other acts by an employee for which the Licensor would not be liable under the Tort Claims or Contractual Liability Acts.

20. PUBLIC SAFETY

Licensee agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by policy personnel responsible for public safety and with Licensor to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all way of access to public utilities of the premises shall be kept unobstructed by the Licensee and shall not be used for any purpose other than ingress or egress to and from the premises by the Licensee, unless otherwise agreed to by Licensor.

21. LICENSEE PROPERTY

Licensor will accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless Licensor for any loss or damage to such property in the receipt, handling, care or custody of such property at any time, unless such loss or damage to such property is caused by Licensor's sole negligence or intentional misconduct. In the event that Licensee shall leave any property on the premises after the termination of the engagement contracted for herein, Licensor may, upon five (5) days' notice to Licensee, at the place specified herein for notice, dispose of said property as it may see fit, whether by selling the same, destroying it or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

22. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee agrees that its use of the Arena shall abide by, conform to and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the Licensor for the governance and management of the Arena and, if the attention of Licensee is called to a violation on the part of Licensee, or any personnel employed by or admitted to said premises by Licensee, Licensee will immediately desist from and correct such violation.

23. DEFACEMENT OF BUILDING

Licensee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall make or allow to be made any alteration of any kind therein.

Licensee will not post or allow to be posted any signs, cards or posters except upon such display area as Licensor may provide. Use of such areas is a non-exclusive right. All material is subject to approval by Licensor.

24. EVENT ADVERTISING

Licensee agrees that all advertising of the Home Game will be honest and true and will include accurate information of game times and ticket prices.

25. OCCUPANCY INTERRUPTION

In case the Arena or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this lease by the Licensor impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm of instrumentality thereof, then and thereupon, this License Agreement will terminate and the Licensee shall pay the appropriate license fee for said premises only up to the time of such termination, at the rate herein specified and the said Licensee hereby waives any claim for damages or compensation should this lease be so terminated. Licensee may, with the approval of the General Manager of the Arena, leave equipment in the premises, but Licensee assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the Licensor to evacuate the premises because of a bomb threat or for any other reason of public safety, the Licensee will retain possession of the premises for sufficient time to complete presentation of this activity without additional rental charge providing such time does not interfere with another scheduled use of the Arena. If it is not possible to complete any event on the scheduled date or a mutually acceptable rescheduled time, the fees due the Licensor for that Event shall be reasonably adjusted or pro-rated and the balance of any excess payment shall be refunded to Licensee by Licensor.

26. OBJECTIONAL PERSONS

Licensor reserves the right to eject or cause to be ejected from the premises, any objectionable person or persons and neither Licensor nor any of its officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise by Licensor of such right.

27. ANNOUNCEMENTS

Licensor reserves that right to make announcements which would relate to future attractions, institutional advertising and such announcements as Licensor may deem necessary at any time in the interest of public safety.

28. **AGREEMENT TO QUIT PREMISES**

Licensee agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at the commencement date of this Agreement, ordinary wear and use thereof excepted. Failure to quit the premises will make the Licensee liable for additional payment of rent as determined by the Licensor.

29. **LOST ARTICLES**

Licensor shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the leased premises and the Licensee or any person in Licensee's employ shall not collect or interfere with the collection of custody of such articles.

30. **NON-ASSIGNMENT**

Licensee will not assign, transfer, subject or compromise any right, title or interest in this Agreement without Licensor's prior written approval, which approval may not be unreasonably withheld.

31. **DEFAULT**

Licensee further covenants that if any default is made in the payment of the license fee or in the advance payment of event expenses as required pursuant to the terms of this Agreement, or any part thereof at the times above specified, or if any default is made in any covenant or agreement herein contained, this license and the relationship of the parties at the option of the Licensor shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said Licensor may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said Licensee shall notwithstanding such re-entry pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by Licensor to enforce compliance with the Agreement, Licensor shall be entitled to the costs of suit and reasonable attorneys' fees.

32. **CIVIL RIGHTS**

Licensee agrees not to discriminate against any employee or any applicant for employment because of any reason prohibited by law, and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

33. FORCE MAJEURE

If any event cannot take place, in whole or in part, because of an Act of God, national emergency, war, labor dispute, fire casualty or other unforeseen occurrence or any other cause beyond the control of the Licensor or which Licensor is unable to avoid by exercise of due diligence, Licensor shall have no obligation or liability whatsoever to Licensee as a result thereof.

If any event cannot take place, in whole or in part, because of an Act of God, national emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of Licensee or which Licensee is unable to avoid by the exercise of due diligence, Licensee shall have no obligation or liability whatsoever to Licensor as a result thereof.

34. SEVERABLE AGREEMENT

This is a severable agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

35. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the Licensor and the Licensee and no amendments or modifications shall be made to the Agreement, except in writing signed by both the Licensor and the Licensee.

36. RELATIONSHIP OF PARTIES

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the Licensee an agent or employee of the Licensor.

37. NOTICE

Any notice required or permitted to be given by the provisions hereof shall be conclusively deemed to have been received by a party hereto on the day it is delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or, if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such part at such address:

If to Licensee, at

Francis X. McLaughlin
Executive Director of Intercollegiate
Athletics and Recreation
Fordham University
441 East Fordham Road, Rose Hill Campus
Bronx, New York 10458-9993

With copies to: Thomas E. DeJulio, Esq.
General Counsel, Fordham University
441 East Fordham Road, Rose Hill Campus
Bronx, NY 10458-9993

If to the Licensor, at James R. Minish
Executive Vice President, Facilities
New Jersey Sports and
Exposition Authority
East Rutherford, NJ 07073

with copies to: President and Chief Executive Officer
New Jersey Sports and
Exposition Authority
East Rutherford, NJ 07073

38. CONFIDENTIALITY

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

39. CHOICE OF LAW

This Agreement shall be interpreted according to the laws of the State of New Jersey.

40. ARBITRATION

Any dispute, controversy or claim between Licensor and Licensee related to this Agreement (a "Dispute"), including, without limitation, any Dispute arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, shall be settled by arbitration, rather than litigation.

Arbitration may only be initiated by the delivery of a written notice of demand for arbitration by one party to the other within two (2) years after the date the Dispute has arisen, time being of the essence. The "date" the Dispute has arisen shall be the date that both parties have actual or constructive knowledge of the facts underlying the Dispute claimed. If neither party delivers a written notice of demand for arbitration within two (2) years after a Dispute has arisen, then the parties' rights with respect to such Dispute shall be deemed waived, and each party hereby releases and discharges the other party and its heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises,

variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever in law or equity, which it ever had, or shall or may have for, upon or by reason of such Dispute.

Unless the parties agree upon a single arbitrator, then within thirty (30) days after the date of delivery of the written notice of demand for arbitration, each party shall appoint an individual as arbitrator. If either party refuses or neglects to appoint an arbitrator within thirty (30) days, the other party may apply to the appointer hereinafter named to name an arbitrator on behalf of the other party. The two arbitrators so appointed shall appoint a third arbitrator. If the two arbitrators do not agree on a third arbitrator within thirty (30) days after their appointment (i.e., with thirty (30) days after the appointment of the second arbitrator), then either of them or either of the parties may apply to the appointer for the appointment of the third arbitrator.

The "appointer" shall be the President (or if he or she is unavailable or it is inappropriate for him or her to act for any reason, the Senior Vice President and General Counsel) of the American Arbitration Association (or its successor or in the absence of a successor, an institution or organization offering similar services).

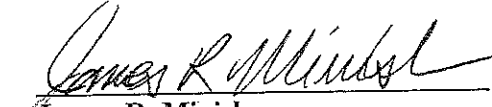
Unless the parties otherwise agree, any and each arbitrator hereunder shall be either (i) a retired judge of a trial or appellate court resident in a state other than New Jersey, selected from the "Independent List" of retired judges (or its then equivalent); or (ii) a member of the National Academy of Arbitrators (or its successor or in the absence of a successor, an institution or organization having a similar purpose) resident in a state other than New Jersey. No arbitrator, however selected, shall be a person who has previously acted in any capacity for either party, or who has a personal or financial interest in the result of the arbitration.

The arbitration shall be conducted in the State of New Jersey, and, except as provided in this Article, shall be conducted in accordance with the most applicable then existing rules of the American Arbitration Association (or its successor or in the absence of a successor, an institution or organization offering similar services). The decision or award rendered by the single arbitrator or a majority of the three arbitrators, as the case may be, shall be in writing and shall be final and binding on both parties. Judgment upon any decision or award rendered by such arbitrator(s) may be entered by any federal or state court having jurisdiction thereof.

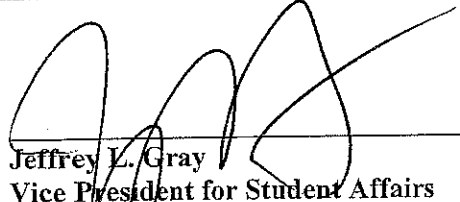
Each party shall bear one half of the cost of any arbitrator and the arbitration hearing. Each party shall pay its own attorneys' fees, expert fees and other costs incurred by the party in connection with its preparation for or prosecution of the arbitration.

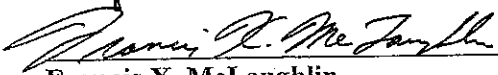
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

**NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY**

By: 
James R. Minish,
Executive Vice President, Facilities

FORDHAM UNIVERSITY

By: 
Jeffrey L. Gray
Vice President for Student Affairs
and Athletics

By: 
Francis X. McLaughlin
Executive Director of Intercollegiate
Athletics and Recreation



Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Ron VanDeVeen
Vice President and Associate General Manager
Booking & Event Services
(201) 460-4387
Fax: (201) 507-8122
rvandeveen@njsea.com

March 9, 2005

Jerry Guido
Vice President, North American Tours
Ringling Bros.-Barnum & Bailey Combined Shows, Inc.
8607 Westwood Center Drive
Vienna, Virginia 22182

Re: Amendment to Agreement

Dear Mr. Guido:

The purpose of this letter is to confirm the agreement between RINGLING BROS.-BARNUM & BAILEY COMBINED SHOWS, INC. ("Ringling") and the New Jersey Sports and Exposition Authority ("NJSEA") to amend certain provisions of the Agreement between the parties dated April 6, 1998, as well as the letter agreement/amendment dated October 17, 2003. The parties hereby agree to amend the Agreement(s) as follows:

Paragraph 1. (a) shall be deleted and replaced with the following:

NJSEA agrees to make the Arena available to Ringling for presentation of the Ice Show and Ringling agrees to occupy the Arena for the following periods:

Tuesday, November 22, 2005 – Sunday, November 27, 2005
Tuesday, January 24, 2006 – Sunday, January 29, 2006

In addition, Ringling agrees to present the Ice Show and NJSEA agrees to reserve similar periods in the years 2006, 2007, 2008, 2009 and 2010.

Paragraph 1. (d) shall be deleted and replaced with the following:

After July 1, 2008, the parties may mutually agree to add additional dates.

February 10, 2005

Page 2

Paragraph 5. Starting with the January 2006 performance Paragraph 5 (a) (vi) shall be revised to read "a sum equal to twelve percent (12%) of all net (gross less taxes) proceeds from the sale of tickets for the rights to use the Disney characters, themes and/or storylines or other famous characters, themes and/or storylines"

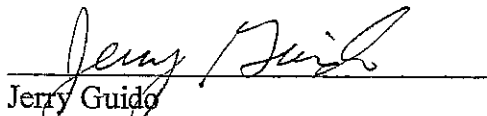
All other terms and conditions of the Agreement shall remain in full force and effect. If you are in agreement with these terms, please sign both copies of this letter, return one to my attention and retain the other for your files.

Sincerely,
New Jersey Sports and Exposition Authority



Ronald Van DeVeen
Vice President and Associate General Manager
Stadium/Arena

Agreed and Accepted
Ringling Bros.-Barnum & Bailey Combined Shows, Inc.



Jerry Guido
Vice President, North American Tours

cc: Jim Minish, Senior Vice President, Stadium/Arena
Mark Stefanacci, Esq.

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of April, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and The Wiggles Live USA, Inc., 4544 Sunbelt Drive, Addison, TX 75001 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Event:	The Wiggles - Wiggly Circus
Date(s):	August 17, 2010
Time(s):	2:30p 3:00 PM & 6:30 PM
Event Length(s):	1 ½ hours

JM *ECB*
c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 7:00 a.m. on the 17th day of August, 2010 and to the 18th day of August, 2010 at 1:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, the LICENSOR and LICENSEE agree to the following Gross Ticket Sales splits for the Event covered by this Agreement:

DEDUCTIONS FROM GROSS TICKET SALES (OFF THE TOP):

- 7% New Jersey State Sales Tax
- Advertising
- Credit Card Commissions at Box Office
- Group Sales Commissions (10%) on groups of 10 or more

REMAINDER OF GROSS TICKET SALES TO BE SPLIT:

- 65% LICENSEE / 35% LICENSOR - \$0 - \$300,000
- 70% LICENSEE / 30% LICENSOR - \$300,001 - \$400,000
- 75% LICENSEE / 25% LICENSOR - \$400,001 - \$600,000
- 80% LICENSEE / 20% LICENSOR - \$600,000 and above

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. PAYMENT OF EXPENSES:

LICENSOR will be required to pay for Event Supervision, Per Diem Staff (ushers, ticket takers, security, medical, box office, matrix, etc.), Union trades (electricians, carpenters, plumbers, laborers, teamsters, cleaners, etc.), Stagehands, utilities, set up fees, one (1) T1 line, one (1) phone line and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event. LICENSOR agrees to provide its in house stage and in house spotlights for LICENSEE'S use during the Event.

LICENSEE will be required to pay for Event production (including any additional spotlights), catering, lodging, insurance, dressing room furniture, additional phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI/SESAC Music License Fees, hospitality, transportation and any additional items needed to produce the shows.

A preliminary event settlement shall be completed upon conclusion of the shows after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred as a result of the occupancy and operations of the LICENSEE. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 business days after the close of the event.



4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total (net of tax) on groups of 10 or more.

6. **TICKET PRICES - CONFIGURATION**

A. Ticket prices:



Day, Date	Time	Type	P1	P2	P3	P4
Tuesday, August 17	2:30 PM 2:00 PM	Full	\$75.00	\$42.00	\$28.00	\$15.00
		Group	TBD	TBD	TBD	TBD
		Discount	TBD	TBD	TBD	TBD
		Promotion	TBD	TBD	TBD	TBD
Tuesday, August 17	6:30 PM	Full	\$75.00	\$42.00	\$28.00	\$15.00
		Group	TBD	TBD	TBD	TBD
		Discount	TBD	TBD	TBD	TBD
		Promotion	TBD	TBD	TBD	TBD

The \$3.50 facility fee, which the LICENSOR will be entitled to retain, is on top of the ticket prices above. Notwithstanding the foregoing, LICENSOR shall pay \$0.50 (pre tax) of the facility fee to LICENSEE at settlement. The facility fee is subject to the 7% NJ State Sales Tax

Net Capacity per show - (TBD)

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

7. **SUITES**

- A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the 28 luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).
- B. Suite 121 shall be allocated to the LICENSEE. Suite 121 may be obstructed view due to production setup.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

8. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

9. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a

penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

10. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has valid, properly executed and compatible contracts with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

The Wiggles - Wiggly Circus

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign in consultation with LICENSOR.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement (outside agency commission TBD). Advertising account is as follows:

NOT APPLICABLE

11. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents,



contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

12. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

13. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

14. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission or breach of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence or willful misconduct of the

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LICENSOR, its employees or agents. LICENSOR agrees to indemnify LICENSEE in kind.

15. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

16. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

17. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

18. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. There will be no alcohol sales at the Event.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.



The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

19. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

20. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

21. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

22. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

23. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be



approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

24. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

25. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

26. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

27. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

28. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other



protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

29. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

30. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

31. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

32. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

33. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave



exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

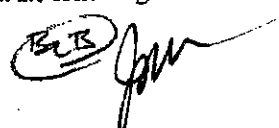
34. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

35. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

August 17 - ~~2:00 PM~~ 1:30 PM
August 17 - 5:30 PM

EBB 

36. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

37. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

38. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 8 above.

39. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in

EBB

LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

40. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

41. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

42. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

43. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

44. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

45. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.



46. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

47. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

48. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

49. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

50. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

51. **EVENT SPONSORSHIP**

LICENSOR shall receive a 15% commission for any local sponsorships sold for the Events. The remaining balance is subject to the revenue splits noted above after the applicable off the top deductions are made. All local sponsorships are subject to LICENSEE approval.

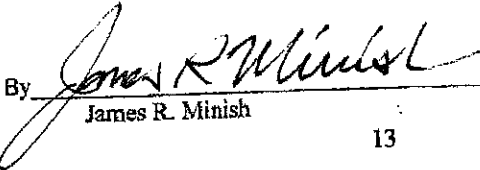
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52. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

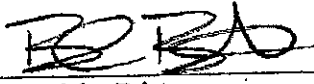
By


James R. Minish



Senior Vice President & GM

THE WIGGLES LIVE USA, INC.

By 

Blaine Brinton

Tour Promoter / Event Manager

**NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
IZOD CENTER**

FACILITY OCCUPANCY LICENSE

Made and entered into on this 19th day of March 2010 by and between

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, a body corporate and politic of the State of New Jersey (the "Authority") having its principal place of business in the Borough of East Rutherford, County of Bergen, State of New Jersey

and

641 Productions, LLC

whose address is c/o JH Cohn, 14th floor, 1212 Avenue of the Americas, New York, NY 10036
(the "Licensee")

WHEREAS, the Authority is responsible for the operation of the New Jersey Sports and Exposition Complex which consists of a Racetrack, Stadium, Arena, and parking areas adjacent thereto, and;

WHEREAS, the Licensee desires to obtain a license to use and occupy the IZOD Center (the "Arena") for the purpose of holding, producing, or exhibiting an event therein:

NOW, THEREFORE, this instrument witnesseth that, for and in consideration of the covenants and agreements of the facility license hereinafter set forth, the Authority has granted the Licensee a license to use and occupy the Arena for the purpose, to the extent, at the times, for the fees and charges, and upon the other terms and conditions hereinafter set forth.

- a. Event – Date and Time Roger Waters Rehearsals (the "Event")
IZOD Center

From: August 29, 2010 @ 8:00 AM
To: September 14, 2010 @ 4:00 AM

- b. Licensee shall pay to the Authority a license fee of \$5,250 per day (the "License Fee") plus additional Licensee requested expenses which shall include, but not be limited to, stagehands, installation of phones and long-distant phone charges, internet service set-up, conversion and forklift operators. The License Fee of \$5,250/day shall include provision by Authority at its expense the services and equipment as set out in Schedule A attached hereto.
- c. Payment schedule is as follows: Authority and Licensee agree to meet once a week throughout the Event to review expenses for each week of the Event. Upon completion of each weekly meeting, Licensee agrees to pay to Authority all license fee amounts and expenses due to Authority for the week just completed.

Failure by Licensee to pay said fee on a timely basis shall be cause for the Authority to terminate the agreement upon notice in writing to Licensee.

Licensee shall pay to the Authority a \$50,000 non-refundable deposit upon contract signing but no later than April 15, 2010. The non-refundable deposit shall be used to offset the License Fee and expense payments to Authority as outlined within this section.

- d. Licensee shall pay Arena conversion costs to Authority to convert the Arena into Licensee's setup on August 29, 2010 and converting the Arena out of Licensee's setup on September 14, 2010. It is guesstimated that these costs will range in between \$15,000 - \$20,000. It is understood by Licensee that the actual costs can be higher or lower depending on the production setup required for the Event.

- e. Licensee shall be responsible to pay for any and all prior-approved costs incurred by the Authority in the event Licensee decides to have a Rehearsal Concert on a date to be determined by Licensee in its sole discretion subject to section (t) herein. These costs shall include, but are not limited to, stagehands, electricians, plumbers, laborers, ushers, security, medical staff and parking attendants.
- f. Licensee shall pay to the Authority the cost of all direct and indirect labor, materials, supplies and service costs requested by Licensee and incurred by the Authority as a result of the Event, ordinary wear and tear excepted, and such other direct labor and special services as the Authority may deem necessary or the Licensee may request. A Final Settlement shall be completed no later than 30 business days after close of the Event.
- g. Should the Event length time exceed the time allotted in section (a) above, there shall be an additional charge to the Licensee, at the discretion of the Authority's Arena Manager in the sum of \$1,000.00 (one thousand dollars) per hour.
- h. With the exception of Licensee and Licensee's performers, crew and management, all arrangements for food and beverage will be consummated with ARAMARK, Inc. of New Jersey or said other concessionaire as the Authority shall designate, and the Licensee shall enter into a separate agreement with that company. For Licensee's backstage catering, there shall be no buyout fee due to Authority. Licensee's backstage caterer should be completely self-contained and not require the use of any of Authority's kitchens or equipment. Authority shall advise on the location of the backstage catering cooking area.
- i. Nothing contained herein shall be construed as to constitute the Authority and the Licensee as joint venturers or partners or to make the Authority responsible for any debt of the Licensee.
- j. The Authority shall have no responsibility whatsoever for any damage to property of the Licensee or its agents which is placed on the Authority's site or facilities or parking lot. The Licensee shall obtain waivers of subrogation with respect to any insurance policies applying to such property and provide such waivers to the Authority on demand.
- k. Licensee shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the Licensee. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The Licensee shall name the Authority as an additional insured on its Commercial General Liability insurance coverage hereunder. Licensee will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

Licensee shall also obtain, at its own cost and expense, Worker's Compensation insurance for any obligations that Licensee may have with respect to the statutory obligations of the New Jersey Worker's Compensation and Occupational Disease Laws.

Certificates of all such insurance shall be provided ten (10) days prior to the Event to the Authority. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the Authority.

- l. Licensee agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the Authority against any and all claims for loss, injury or damages to persons or property, including claims of employees or performers of the Licensee or any contractor or subcontractor of the Licensee, arising out of

the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the Licensee. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the Authority; however, it does not apply to claims found to have resulted from the sole negligence of the Authority, its employees or agents.

- m. This agreement shall be considered made in New Jersey and shall be construed as made pursuant to New Jersey law. Any actions brought in regard to this Agreement must be filed in the State of New Jersey.
- n. A failure by Licensee to perform any covenant, duty or obligation set forth in the Facility Occupancy License or any addendum hereto, with the exception of a Force Majeure Event, shall be cause for the Authority to terminate the agreement upon notice in writing to Licensee. For the purposes of this Agreement, a Force Majeure Event means any act of God, fire, theft, illness, injury or death of Artist, flood, power outage, strike or labor difficulties, war, acts of terrorism (or immediate threats thereof), riot, embargo, or acts of civil or military authorities, or other causes beyond either parties' reasonable control, by which either party is unable to perform their obligations hereunder.
- o. With the exception of a Force Majeure Event, if Licensee cancels the Event, Licensee shall be responsible to pay Authority the full license fee portion (\$84,000) as described in section (b) above and all costs incurred by the Authority for the production and preparation of the Arena for Licensee's event.
- p. The Authority may charge a parking fee to those persons attending Licensee's Event if the Event shall be conducted during hours when a parking fee is charged to patrons attending another event at the Meadowlands Racetrack, IZOD Center, or New Meadowlands Stadium. The parking fee shall be identical in amount to that charged for the event being held at the respective venue. The Authority shall retain all said parking fees.
- q. Licensee agrees to return any area that has been altered as a result of the Event to its original state, normal wear and tear excepted. Licensee further agrees to pay all expenses to correct any damages caused by its activities.
- r. Licensee agrees to abide by all applicable provisions of the Authority's collective bargaining agreements covering the Authority employees who are union employees.
- s. **CONFIDENTIALITY** - The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.
- t. **Parking** - Licensee agrees to work with Authority to find the most efficient parking plan for Licensee's crew, contractors, subcontractors, performers, trailers and buses on dates where there is National Football League ("NFL") game at the New Meadowlands Stadium. It is understood by Licensee that the New Meadowlands Stadium has exclusive parking rights for the entire Meadowlands Sports Complex on dates when a NFL football game is being played. Authority agrees to notify Licensee of such conflicting dates when the season schedule for the NFL is released. Authority shall advise Licensee where to park their vehicles on such conflicting dates. Licensee shall not be permitted to perform a Rehearsal Concert as defined in section (e) herein on a date when a NFL game is scheduled.

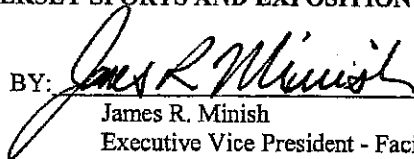
- u. Licensee shall have at its disposal all venue owned chairs, tables, furniture and locker rooms available that are typically used in the backstage locker room area at the Arena. Any additional items required by Licensee that the Authority is unable to provide shall be rented by Licensee, at its sole cost and expense.
- v. Authority agrees to make at least one of the two helipads at the Meadowlands Sports Complex available for the use of Licensee during the term of this Agreement. It is understood that the use of the helipad is for Artist use only and Licensee shall provide Authority with a schedule of landings and take offs at least one week prior to the first Event date. It is understood by Licensee that landings and take offs on dates when a NFL game is scheduled at the New Meadowlands Stadium are subject to Authority approval, in its sole discretion. Authority shall advise Licensee on the times when the helipad is available on such NFL game days. It is understood by Licensee that the helipad shall be used for drop offs and pick ups only and Licensee's aircraft shall not be permitted to park at the helipad unless such approval is granted by Authority in its sole discretion.
- w. **License Fee Stipulation** – The License Fee as noted in section (b) above is offered to Licensee provided that at least one (1) Roger Waters concert is held at the Arena. Should at least one concert date be onsale to the general public at the time Licensee's rehearsals are being conducted at the Arena, the License Fee terms as outlined in section (b) above shall apply, however should there not be at least one concert date onsale to the general public at the time Licensee's rehearsals are being conducted at the Arena, the Authority shall have the exclusive option to modify the financial terms of the License Fee as outlined in section (b) above.

This agreement set forth the entire understanding by the Authority and the Licensee and no amendments or modifications shall be made to the agreement except in writing and signed by both the Authority and the Licensee.

Witness the due execution hereof on the day and year first above written.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

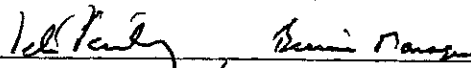
BY:



James R. Minish
Executive Vice President - Facilities

641 PRODUCTIONS, LLC

BY:



3/19/10.

Schedule "A"

The License Fee shall include normal Arena operating expenses (as set out below), normal Arena operations personnel (as set out below) including normal security personnel, electricians, utilities, existing building equipment including but not necessarily limited to, forklifts, spotlights, staging, golf carts, existing parking for trucks and buses, sufficient dressing rooms, productions offices and cleaning.

With respect to staffing, the following staffing terms shall apply:

- (i) Staffing shall be used by Licensee, not exclusively, but jointly with Authority for any needs each party has with each tradesperson throughout their standard workday;
- (ii) Normal Arena Operating Expenses and Personnel include:
 - Electrician** – Monday through Friday – 8:00 am – 4:00 pm
 - HVAC** – Monday through Friday – 8:00 am – 12:00 am
Saturday and Sunday – 8:00 am – 6:00 pm
 - Carpenter** – Monday through Friday – 7:00 am – 3:00 pm
 - Laborer** – Monday through Friday – 7:00 am – 3:00 pm
 - Teamster** – Monday through Friday – 7:00 am – 3:00 pm
 - Plumber** – Monday through Friday – 8:00 am – 4:00 pm
 - Painter** – Monday through Friday – 6:00 am – 2:00 pm

 - Cleaner** – Monday through Friday – 6:00 am – 5:00 pm
 - Medical** – Monday through Friday – 6:00 am – 12:00 am

For absolute clarity, Licensee shall be responsible for the payment associated with any additional Arena union labor costs to Authority other than what is provided for hereinabove;

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of August, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.


b. **DESCRIPTION OF EVENT:**

Tom Petty Concert

Date: August 24, 2010

Time: 7:30 pm - 11:00 pm

Event Length: 3 hours

11:30 AM 

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 24th day of August, 2010 and to the 25th day of August, 2010 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit

for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. PAYMENT OF EXPENSES:

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. SERVICES TO BE PROVIDED BY THE LICENSOR:

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. BOX OFFICE FACILITIES:

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Tom Petty & The Heartbreakers
My Morning Jacket

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly

authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only. The merchandise deal shall revert to an 80/20 split from dollar one should an \$8 per cap be reached.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. WATER

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. PARKING

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. CREDENTIALS

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. CIVIL RIGHTS

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. FORCE MAJEURE

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. SEVERABLE AGREEMENT

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

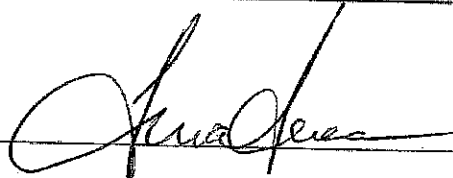
49. CONFIDENTIALITY

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analysis and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

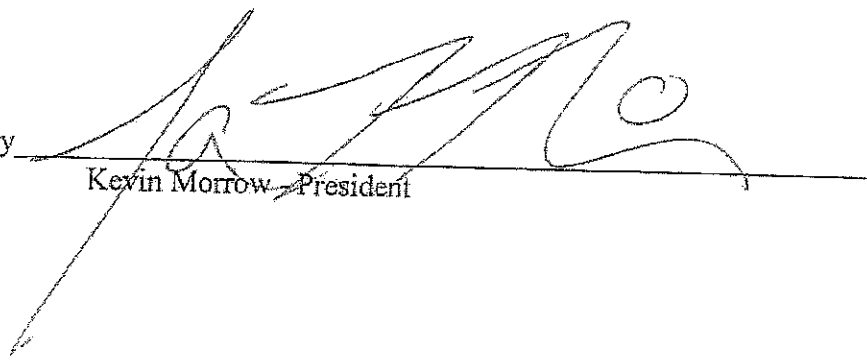
By _____

Tina Suca
Vice President – Booking



LIVE NATION WORLDWIDE, INC.

By


Kevin Morrow, President

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier/Upper Tier	\$128.50
Lower Tier/Upper Tier	\$102.50
Lower Tier/Upper Tier	\$78.50
Upper Tier	\$53.00

**Discount tickets may be added*

The ticket price includes a \$3.50 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. SUITE REVENUE DISTRIBUTION

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.

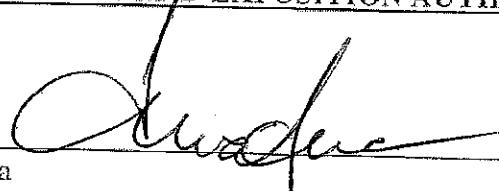
3. COMPLIMENTARY TICKET DISTRIBUTION

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

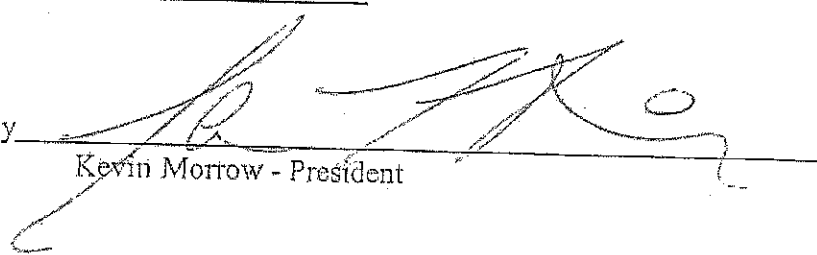
By _____



Tina Suca
Vice President - Booking

Live Nation Worldwide, Inc.

By _____



Kevin Morrow - President

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of October, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Jay -Z / Kanye West

Date: November 5 & 6, 2011

Time: 7:30 pm - 11:00 pm

Event Length: 3 1/4 hours

11:30pm gm

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 4:00 a.m. on the 5th day of November, 2011 and to the 7th day of November, 2011 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all applicable rights, and agreements, required for the presentation of the event.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$160,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during

settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts or collected revenues up to the amount of sums necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a mutually agreed upon contingency pending satisfactory monetary resolution for any such building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE and shall be further subject to the provisions contained in Section 28 of this Agreement. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public, which shall be reasonably based on the nature of the Event and the anticipated attendance. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than a force majeure occurrence or a breach of this Agreement by LICENSOR, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement that are unable to be mitigated after LICENSOR'S reasonable efforts to do so.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract or a confirmed offer in accordance with industry custom with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Jay-Z
Kanye West

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring LICENSE'S operations in connection with the event contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to the specific performers. The LICENSEE shall list the LICENSOR as an additional insured as respects the liabilities assumed herein by LICENSEE on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or knowingly permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

Subject to the provisions of Section 28, if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to the original condition as received by LICENSEE at load-in, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

As between LICENSEE and LICENSOR, LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building

and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE (other than LICENSOR or its employees, agents, or contractors). LICENSEE may or may not insure the obligation in Section 28 for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR in advance of the event. In the event of a cancellation of LICENSEE'S insurance or any major change in coverage, notice thereof shall be provided to LICENSOR in accordance with LICENSEE'S policy provisions.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the reasonable rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will promptly desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space in connection with the presentation of the Event (as opposed to the day-to-day operation of the Arena) as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of any act, omission, breach or negligence of the LICENSEE (or its employees, agents or contractors) in connection with the Event or any operations of LICENSEE otherwise contemplated by this Agreement. This obligation includes reasonable, outside attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision shall not extend to any claims arising from (a) the sole negligence or willful misconduct of the LICENSOR, or its employees, agents or contractors or (b) structural or premises-related defects of the Arena.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts of LICENSEE for all unpaid license fees, reimbursable expenses and taxes, only up to the amount of sums due by LICENSEE due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it reasonably necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA (provided it is safe to do so) or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE (or the artist) shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, who shall provide for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards taken off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the

license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the live performance of copyrighted music used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of the live performance of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement (but not the artistic content thereof) and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above. LICENSOR acknowledges and agrees that it is generally aware of the content of the Event as contemplated herein and that it does not violate any of the provisions contained in this section.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse by LICENSEE of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premises for business purposes upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with a number of credential passes for key working personnel as determined by LICENSEE (in conjunction with the tour).

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to any property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement, except to the extent any claims arise out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, except to the extent any such loss, injury or damage arises out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. Any watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice to LICENSEE, and a reasonable opportunity for LICENSEE to remove same, dispose of said property as it may see fit,

whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will reimburse LICENSOR any actual and documented sums as shall be necessary to restore said premises to their same condition as received by LICENSEE at load-in of the Event, ordinary wear and tear excepted. LICENSEE'S liability for damage of the nature described in this section shall be subject to LICENSOR providing LICENSEE with notice of and an opportunity to inspect same within 48 hours following the end of the Event. LICENSEE shall not be liable for any pre-existing conditions or damage caused by the LICENSOR, or its employees, agents, or contractors. LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence beyond the reasonable control of either party shall render the fulfillment of this lease by either party impossible or impracticable, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall be refunded any deposits paid prior to such termination and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate

the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity, or reschedule, without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity or reschedule, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR, provided, however, that LICENSEE is in agreement with the determination of the rental fee adjustment.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right, except to the extent such damages arise out of the gross negligence or willful misconduct of LICENSOR, or its officers, employees, agents or contractors.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30 pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public. Notwithstanding the foregoing, LICENSOR acknowledges that LICENSEE generally maintains a "no refunds" policy, and LICENSOR shall make reasonable efforts to consult with LICENSEE prior to issuing such refunds if practicable.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements within a mutually agreed upon time prior to the start of the Event and further provided that such announcement(s) do not unreasonably interfere with LICENSEE'S Event, which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit

the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any material covenant or agreement therein contained, and LICENSEE fails to cure same within a reasonable period of time following notice thereof from LICENSOR, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which either party is unable to avoid by exercise of due diligence, that party shall have no obligation or liability whatsoever to the other party as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and reasonable discretion, it deems the action(s) of LICENSEE or its agents to (i) place the patrons or LICENSOR or its employees, agents, or contractors in an unsafe situation; or (ii) the performance has been altered from the typical content of the Event, in such a manner as to be considered

inappropriate. For the avoidance of doubt, the provisions of this Section 42 shall expressly be subject to the cure period referenced in Section 39.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the reasonable discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager except those matters resulting in an increase of LICENSEE'S assumption of liability hereunder.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

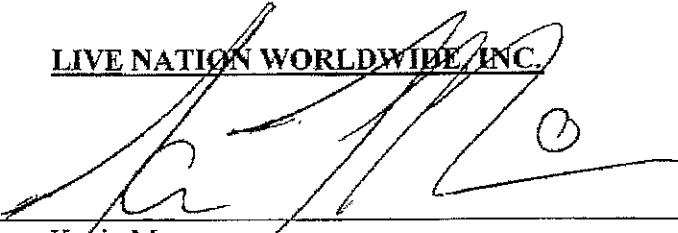
49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analysis and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish – Executive Vice President Facilities

LIVE NATION WORLDWIDE, INC.

By 
Kevin Morrow
Jason Miller

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity -- TBD

<u>Area</u>	<u>Price</u>
PL1	\$253.50
PL2	\$178.50
PL3	\$109.50
PL4	\$ 89.50
PL5	\$ 55.00

The ticket price includes a \$3.50 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to all luxury suites in the ARENA. The tickets in all luxury suites allocated to the IZOD Center/NJSEA or leased on an annual basis are complimentary. All other luxury suites shall be available for purchase through the IZOD Center for which the sale of each ticket shall be included in the overall gross.
- B. Suite 121 shall be allocated to the LICENSEE

3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

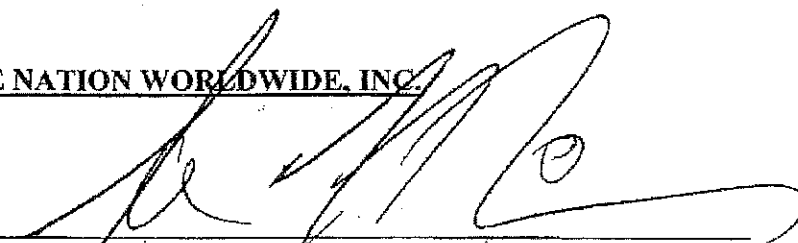
LICENSOR: 20 tickets shall be allocated to the LICENSOR per show.

LICENSEE: As determined by LICENSEE

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish – Executive Vice President Facilities

LIVE NATION WORLDWIDE, INC.

By  _____
Kevin Morrow
Jason Miller



We Bring the World to New Jersey

Meadowlands Racetrack
Glens Stadium
IZOD Center
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

Michael Graime
Assistant Vice President
Event Operations & College Athletics
(201) 460-4361
Fax: (201) 460-4294
mgraime@njsea.com

April 30, 2010

Mr. Zachary Spiker
Head Men's Basketball Coach
UNITED STATES MILITARY ACADEMY
639 Howard Road
West Point, NY 10996

Dear Zach:

Please let this serve as a letter agreement between the New Jersey Sports and Exposition authority (NJSEA) and the United States Military Academy (USMA), (collectively the "Parties"), regarding the USMA's men's basketball team playing a game at the IZOD Center.

The Parties hereby agree as follows:

1. Date:
The game shall be played on Saturday, December 4, 2010.
2. Game Time:
The game shall begin approximately at 12:30PM ET. The game shall be the first game of a NCAA Men's basketball doubleheader.
3. Payment:
The NJSEA shall pay USMA the amount of thirty thousand dollars (\$30,000) on or before the date of the game, i.e. December 4, 2010.
4. Opponent:
It shall be USMA's responsibility to secure an opponent that is acceptable to the NJSEA. The NJSEA agrees that the University of Pennsylvania's Men's basketball team is acceptable. The Parties acknowledge and agree that the NJSEA shall have no financial obligation whatsoever to USMA's opponent.

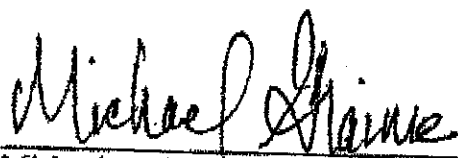
5. Tickets:
The NJSEA shall determine ticket prices in its sole discretion. The NJSEA agrees to make two hundred (200) tickets available for purchase by USMA and its opponent. The NJSEA further agrees to provide a mutually agreed upon number of complimentary tickets, not to exceed fifty (50) tickets for use by USMA and its opponent.
6. Officials:
The NJSEA shall be responsible for obtaining and paying for officials for the game.
7. Clock Operators:
The NJSEA shall be responsible for obtaining and paying for game clock operators, the PA announcer and stat crew for the game.

The Parties agree to continue to talk about other game/team requirements (e.g., possible practices/shoot-arounds, locker rooms, bench areas, credentials, media access to teams, etc.) to ensure the smooth and effective operation of the game.

If you are in accord with the above, please sign both copies where indicated, or have the proper signatory representing the USMA sign, retain one for your records and return the other to my attention.

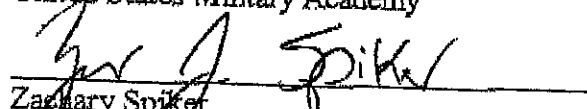
We look forward to hosting you and the Cadets this coming basketball season.

Sincerely,



Michael Graime
Assistant Vice President, Event Operations & College Athletics
New Jersey Sports and Exposition Authority

Agreed and Accepted:
United States Military Academy


Zachary Spiker
Head Men's Basketball Coach

CC K. Anderson (USMA)
J. Minish
M. Stefanacci
M. Bell

AGREEMENT

THIS AGREEMENT OF LICENSE made as of May __, 2010, by and between the **NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as Licensor), and **DUKE UNIVERSITY**, (hereinafter referred to as Licensee).

WITNESSETH

1. USE OF PREMISES

ARENA Under the terms and conditions hereof, the Licensor grants to Licensee to use and occupy that portion of the IZOD Center (hereinafter "Arena"), for the purpose of presenting the event described in Paragraph 2, below. The areas of use are as follows: The main arena and all seating areas, entries, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences and parking toll plazas, parking lots and roadways typically associated with maximum usage of the Arena. In addition, selected team locker room, interview rooms and lounges will be designated by the Licensor from existing locker room areas.

2. DESCRIPTION OF EVENT

**Men's NCAA Basketball Game
Duke University v. Butler University
Date – December 4, 2010
Arena Doors Open – 11:00 a.m.
Game Time – 3:30 p.m.**

3. TIME OF USE

The Licensor agrees to have the Arena available to host the Event from 9:00 a.m. on the 4th day of December, 2010, and terminating at 7:00 p.m. on the 4th day of December, 2010. The Authority shall determine, in its sole discretion, if, and at what times the Arena court may be available for the teams to practice.

4. REVENUE DISTRIBUTION AND EXPENSES

In consideration for Licensor agreeing to host the Event and Licensee agreeing to play in the Event at the time set forth above, the parties agree to the following:

- Licensor shall pay Licensee Two Hundred and Twenty-Five Thousand Dollars (\$225,000) and fifty percent (50%) of the net ticket sales above Seven Hundred Thousand Dollars (\$700,000) for its appearance. Except as otherwise outlined in this Agreement, Licensee shall not be entitled to receive any additional revenue from the Event. Licensee recognizes that suite tickets are included in the existing Arena Suite License Agreements, and, as such, Licensee is not entitled to receive any revenue whatsoever that is derived from the use of the Arena suites;
- Licensor shall be entitled to charge a facility fee for each ticket sold to the game in the amount of three dollars and fifty cents (\$3.50). Licensor shall be entitled to retain one hundred percent (100%) of the facility fee;
- Licensor and Licensee shall be permitted to sell sponsorships, however, Licensor shall retain the first Fifty Thousand Dollars (\$50,000) of net revenue from the sale of sponsorships to the game. Licensor and Licensee shall split the net revenue from the sale of sponsorships to the game above Fifty Thousand Dollars (\$50,000) on a 50/50 basis; and
- Licensor shall not be entitled to receive any broadcast revenues from the Event.

5. PAYMENT OF EXPENSES

Except as otherwise agreed to in the Agreement, Licensor shall be responsible for all Arena expenses associated with the Event.

6. ARENA NAME

The Arena shall at all times be known as the IZOD Center or by such names as designated by the Licensor and shall not otherwise be designated by Licensee in any manner or in any publication, advertising or on any ticket, unless the Licensor first consents, in writing, to such other designation. Licensee shall similarly require that any

Licensee agent refer to the Arena by the name so designated in any printed material or broadcast.

7. SERVICES TO BE PROVIDED BY THE LICENSOR

a. The Arena will be operated and maintained in good, clean, working order and operating condition by Licensor for Licensee's Event including, but not limited to, all turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces.

b. The Event staff necessary to operate the premises for the Event, such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. Licensor retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public.

8. BOX OFFICE FACILITIES

a. Licensor shall furnish Licensee a box office statement after the event. Ticket printing, the sale of the house and configuration of the seating shall be arranged through Licensor. **ALL SEATING WILL BE RESERVED.**

b. It is hereby agreed and understood that the Licensor currently utilizes the **TICKETMASTER** system for the printing, accounting, and the sale of tickets for all public events held at the Arena.

c. Licensor will handle over-the-counter advance and day-of-event sales at the Arena ticket office. The Licensor's ticket manager will be responsible for properly depositing all monies, preparing box office statements, and other reports as are necessary and required.

9. CONCESSIONS

Licensor, through its concessionaire, shall operate the concessions and retain all revenues derived therefrom. Licensor reserves all rights with respect to the sale of concessions in the Arena and on the site of the entire Sports Complex, including, but not limited to, the sole right to sell or give away refreshments, candies, sandwiches, beverages, and other privileges. Licensee shall not engage in nor undertake the sale of any of the

aforesaid or similar articles or privileges either before, during or after the Event or during any intermissions which might be provided during the Event. Licensee may not distribute free samples of food, beverage, or any product without prior written approval of Licensor.

10. **MERCHANDISE**

Licensee shall be entitled to enter into a separate agreement with Licensor's exclusive concessionaire, i.e. Aramark, for the sale to the concessionaire, of items of merchandise specific to the Event such as T-shirts, sweatshirts, hats, visors, novelties and other like merchandise. Licensor shall designate stand locations for merchandising such items.

11. **BROADCAST RIGHTS**

Licensee and its opponent shall have all rights for radio and television, internet and any other mutually agreed upon broadcasts of the Event originating from the Arena.

Licensor shall have no responsibility or liability for the radio or television broadcasting (including ad lib remarks of announcers) including but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent it is responsible for the origination of, or the contracting for, such broadcasting, the Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, representatives, agents, and employees from any and all claims, damages, liability, costs and expenses including reasonable attorney's fees arising from a radio or television broadcast, unless the claim or liability results from the negligence or willfulness of the Licensor or its employees or agents.

12. **OTHER OBLIGATIONS OF LICENSEE**

Licensee shall provide its men's intercollegiate basketball team for the Event and agrees to have the Supervisor of Officials of the Atlantic Coast Conference work with the Supervisor of Officials of the Horizon League to have a blended officiating crew work the Event.

13. **OTHER OBLIGATIONS OF LICENSOR**

a. Licensor will provide at its cost, heating/air conditioning, overhead lighting for ordinary use, use of the public address system, staff supervision, security services, medical personnel and facilities, ambulance service, box office personnel, operations and cleaning staff, press box staff and locker rooms of a kind and quantity generally provided at the Arena for intercollegiate athletic events.

b. Licensor will provide at its cost, a scoreboard operator, a scorekeeper, two clock operators, a statistics computer operator and assistant and a public address announcer.

c. All other services requested by Licensee will be at the expense of Licensee.

14. **PARKING**

Parking will be controlled and operated by Licensor, which will retain and be entitled to all receipts from said parking. A mutually agreed upon number of passes will be printed and presented by Licensor to Licensee for use at the Event.

15. **WINNERS CLUB**

Licensor shall operate, in conjunction with the concessionaire, the non-exclusive, Winners Club for the purpose of serving food and beverages. Use of the Winners Club shall be restricted to those persons attending the Event and not as a facility open to the general public. Licensee shall not be permitted to sell memberships to the Winners Club at the Club's entrance prior to or during the Event. Licensor shall have the sole right to determine access to the Winners Club.

The Licensor shall also retain the use and control of the two Franchise Rooms.

16. **ADVERTISING SIGNS AND POSTERS**

All advertising spaces on the premises of Licensor are the exclusive property of Licensor and all receipts therefrom shall accrue to Licensor.

Licensee shall not itself, nor through the Atlantic Coast Conference, the National Collegiate Athletic Association or any broadcaster with whom Licensee, the Atlantic Coast Conference, or the National Collegiate Athletic Association has an agreement to broadcast the games, permit the display utilizing electronic or computer technology, of any advertising device, logo or any material pertaining to any advertiser during such broadcasts in such a manner which would make it appear to the viewer of the broadcast that the

advertising device, logo or material was in place at the Arena, without the expressed written consent of the Licensor, nor do anything to contribute to the creation of an impression that a relationship exists between any advertiser and Licensor, nor permit the display of any advertising device, logo or material of any advertiser whose product or service is in conflict with that of any advertiser with whom Licensor has a contractual relationship.

17. **INSURANCE**

Licensee shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the Licensee which insures the Licensee's operations contemplated by this Agreement. Such General Liability insurance shall be written with a limit of at least \$1,000,000.00 (one million dollars) Combined Single Limit for Bodily Injury and Property Damage Liability, Personal Injury Liability. There shall be no exclusion or limitation or restriction with respect to claims made by participants. The Licensor shall be included as an additional insured.

A certificate of such insurance shall be provided to the Licensor by the Licensee. The policy shall also provide and the certificate shall so note, that the coverage may not be cancelled or any major change in coverage be implemented without at least thirty (30) days' written notice given to the Licensor.

The Licensee shall also provide Worker's Compensation insurance for any of their employees as required by the Worker's Compensation and Occupational Disease Laws of the State of New Jersey. A certificate of such insurance shall also be provided to the Licensor.

The Licensor represents that it has Comprehensive General Liability insurance for any and all claims arising out of the structure or operations of the Licensor and the Licensor's personnel, agents, servants or representatives. Licensee shall be named as an additional insured under the policy. The Licensor shall provide proof of such insurance to Licensee.

The Licensor shall also insure against and be responsible for and Licensee shall have no liability for claims arising from the operation of vehicular traffic on the licensed premises including the parking lots operated pursuant to Paragraph 13.

The Licensor will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the Licensee. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds during the term of this Agreement, shall be damaged by the act, default, or negligence of Licensee, its agents, contractor or its patrons, the Licensee will pay to the Licensor out of ticket sale receipts, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, and with the exception of the fact that the withholding of such ticket sales receipts paid to Licensor shall not exceed the amount of the deductible under any Third-Party Property Damage Liability Insurance maintained by Licensee, if any, or, if Licensee does not maintain Third-Party Property Damage Liability insurance, then and in such event, the Licensor may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the Licensor. A certificate of such Third-Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to Licensor on request.

18. INDEMNIFICATION

Licensee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Licensor against any and all claims for loss, injury or damage to persons or property, including claims of employees of Licensee or any contractor or subcontractor, of Licensee arising out of the activities conducted by Licensee, its agents, members, or guests. Licensee will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

19. WAIVER OF PERSONAL LIABILITY

All obligations and liabilities under this Agreement on the part of both parties are solely corporate or partnership liabilities and each party hereby releases each and every officer, agent, director, partner and member of the other party of and from any personal or individual liability under this Agreement, and no officer, agent, director, or member of either party shall at any time or under any circumstances be individually or personally liable under this Agreement or for any action taken hereunder by Licensee or otherwise in connection therewith, or for or on account of any failure on the part of that party hereunder, except with respect to fraud, intentional or willful misconduct, acts constituting a crime, malice, conduct outside the scope of employment or any other acts by an employee

for which the Licensor would not be liable under the Tort Claims or Contractual Liability Acts.

20. PUBLIC SAFETY

Licensee agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by policy personnel responsible for public safety and with Licensor to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all way of access to public utilities of the premises shall be kept unobstructed by the Licensee and shall not be used for any purpose other than ingress or egress to and from the premises by the Licensee, unless otherwise agreed to by Licensor.

21. LICENSEE PROPERTY

Licensor will accept delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify and hold harmless Licensor for any loss or damage to such property in the receipt, handling, care, or custody of such property at any time. Licensee further indemnifies Licensor from any claims or costs related to claims from any third party for loss or damage to property on the premises of Licensor during the time covered by this Agreement. Licensor assumes no responsibility whatsoever for any property placed in said building and Licensor is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit and all watchmen or other protective service desired by Licensee must be arranged by specific agreement with Licensor. In the event that Licensee shall leave any property on the premises after the termination of the engagement contracted for herein, Licensor may, upon five (5) day's notice to Licensee, at the place specified herein for notice, dispose of said property as it may see fit, whether by selling the same, destroying it or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

22. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee agrees that every person connected with Licensee's use of the Arena shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the Licensor for the governance and management of the Arena and, if the attention of Licensee is called to a violation on the part of Licensee, or any personnel employed by or admitted to said premises by Licensee, Licensee will immediately desist from and correct such violation.

23. DEFACEMENT OF BUILDING

Licensee shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building, nor shall make or allow to be made any alteration of any kind therein.

Licensee will not post or allow to be posted any signs, cards, or posters except upon such display area as Licensor may provide. Use of such areas is a non-exclusive right. All material is subject to approval by Licensor.

24. EVENT ADVERTISING

Licensee agrees that all advertising for the Event will be honest and true and will include accurate information of the game time and ticket prices.

25. RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT

The Licensor retains the exclusive right of technical control and crowd management, including in the event that the Licensor deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the Arena or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. Licensee shall have no authority with respect to such crowd management and security.

26. OCCUPANCY INTERRUPTION

In case the Arena or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Licensor impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this Agreement will terminate and Licensee

hereby waives any claim for damages or compensation should this Agreement be so terminated. Licensee may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but Licensee assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the Licensor to evacuate the premises because of a bomb threat or for other reasons of public safety, the Licensee will retain the possession of the premises for sufficient time to complete presentation of its Event without additional charge providing such time does not interfere with another scheduled use of the Arena. If it is not possible to complete presentation of the Event, Licensee hereby waives any claim for damages or compensation from Licensor.

27. OBJECTIONAL PERSONS

Licensor reserves the right to eject or cause to be ejected from the premises, any objectionable person or persons and neither Licensor nor any of its officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise by Licensor of such right.

28. ANNOUNCEMENTS

Licensor reserves the right to make announcements which would relate to future attractions, institutional advertising and such announcements as Licensor may deem necessary at any time in the interest of public safety.

29. AGREEMENT TO QUIT PREMISES

Licensee agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at the commencement date of this Agreement, ordinary wear and use thereof excepted. Failure to quit the premises will make the Licensee liable for additional payment of rent as determined by the Licensor.

30. LOST ARTICLES

Licensor shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the leased premises and the Licensee or any person in Licensee's employ shall not collect or interfere with the collection of custody of such articles.

31. **NON-ASSIGNMENT**

Licensee will not assign, transfer, subject or compromise any right, title or interest in this Agreement, without Licensor's prior written approval, which approval may be withheld by the Licensor in its sole discretion.

32. **REFUND OF TICKET REVENUE**

Licensor retains the right to make determination of ticket refunds for cause, in keeping with Licensor policy or retaining faith with the public.

33. **DEFAULT**

Licensee further covenants that, if any default is made in any provision(s) of this Agreement, this Agreement and the relationship of the parties at the option of the Licensor shall cease and terminate and the relationships of the parties shall be the same in all respects as if the Agreement had fully expired and the said Licensor may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said Licensee shall notwithstanding such re-entry pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by Licensor to enforce compliance with the Agreement, Licensor shall be entitled to the costs of suit and reasonable attorneys' fees.

34. **CIVIL RIGHTS**

Licensee agrees not to discriminate against any employee or any applicant for employment because of any reason prohibited by law, and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services, or privileges offered to or enjoyed by the general public.

35. **FORCE MAJEURE**

If the Event cannot take place, in whole or in part, because of an act of God, national emergency, war, labor dispute, fire casualty or other unforeseen occurrence or any other cause beyond the control of the Licensor or which Licensor is unable to avoid by exercise of due diligence, Licensor shall have no obligation or liability whatsoever to Licensee as a result thereof.

If the Event cannot take place, in whole or in part, because of an Act of God, national emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any

other cause beyond the control of Licensee or which Licensee is unable to avoid by the exercise of due diligence, Licensee shall have no obligation or liability whatsoever to Licensors as a result thereof.

36. **SEVERABLE AGREEMENT**

This is a severable agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

37. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the Licensors and the Licensee and no amendments or modifications shall be made to the Agreement, except in writing signed by both the Licensors and the Licensee.

38. **DISCRETIONARY MATTERS**

Any decision affecting any material not herein expressly provided for shall rest solely within the discretion of the Licensors, its President and Chief Executive Officer or its Executive Vice-President, Facilities.

39. **RELATIONSHIP OF PARTIES**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the Licensee an agent or employee of the Licensors.

40. **NOTICE**

Any notice required or permitted to be given by the provisions hereof shall be conclusively deemed to have been received by a party hereto on the day it is delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or, if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such party at such address:

If to Licensee, at

**Kevin White
Vice President and Director of Athletics
DUKE UNIVERSITY
Box 90555, Cameron Indoor Stadium
Durham, NC 27708-0555**

If to the Licensor, at

**James Minish
Executive Vice President, Facilities
New Jersey Sports and
Exposition Authority
East Rutherford, NJ 07073**

with copies to:

**Mark Stefanacci, Esq.
Chief Operating Officer, Legal Counsel
New Jersey Sports and
Exposition Authority
East Rutherford, NJ 07073**

41. CONFIDENTIALITY


The Parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party (“Confidential Information”). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

42. CHOICE OF LAW


This Agreement shall be interpreted according to the laws of the State of New Jersey. Any actions brought in regard to this Agreement must be filed in the State of New Jersey.

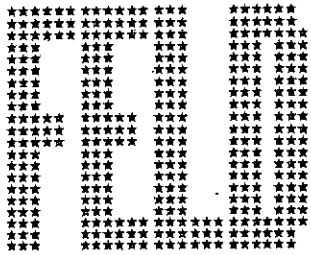
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

**NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY**

By: 
James Minish
Executive Vice President, Facilities

DUKE UNIVERSITY

By: 
Kevin White
Vice President and Director of Athletics



ENTERTAINMENT, INC.

May 11, 2010

Mr. James R. Minish
Executive Vice President, Facilities
IZOD Center
50 State Route 120
East Rutherford, NJ 07073

Dear Jim:

In accordance with paragraph 2 of our Agreement dated September 3, 2009, by and between FELD MOTOR SPORTS, INC. and NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, this will confirm the dates for Monster Jam® in 2011 at the IZOD Center:

Move-In: 7:00 a.m., Thursday, February 3, 2011
Engagement: Friday, February 4 – Saturday, February 5, 2011

Please acknowledge your agreement to the foregoing by returning a signed original of this letter to the attention of the North American Tours department at the Executive Office address listed below by May 26, 2010. You may retain the second original for your file.

Sincerely,

For/ Bob Boggess
Vice President
Feld Motor Sports

BB:ts
(MJ)

ACCEPTED AND AGREED TO:
NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY

By:
James R. Minish
Executive Vice President, Facilities
IZOD Center

Date: May 14, 2010

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of February, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as LICENSOR and Explosion Entertainment, LLC, 668 Lincoln Ave., Unit B, San Jose, California 95125, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Event: *Strikeforce and M1 Global Present Fedor vs. Silva*
Venue: IZOD Center
Date: Saturday, February 12, 2011
Time: 7:30 pm – 12:30 am
Event Length: 5 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 11th day of February, 2011 and to the 13th day of February, 2011 at 4:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards or such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event).

ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of,

and at the times set forth above, agrees to the following revenue splits of the \$3.50 Facility Fee applied to each ticket sold:

LICENSOR shall retain \$2.75 and LICENSEE shall receive \$.75 per paid ticket on the first 7,500 tickets; LICENSOR shall retain \$1.75 and LICENSEE shall receive \$1.75 per paid ticket for tickets 7,501 and higher.

“Gross Ticket Sales” shall be defined as the total sum of all tickets sold less the New Jersey State Athletic Control Board Tax and the \$3.50 facility fee. The New Jersey State Athletic Control Board Tax shall be determined by the New Jersey State Athletic Control Board’s Gross Ticket Sales tax formula as defined below. The LICENSOR shall be permitted to deduct the New Jersey State Athletic Control Board Tax during settlement, and shall remit the tax withholding directly to the New Jersey State Athletic Control Board.

The New Jersey State Athletic Control Board tax formula includes a tax on the total gross receipts from the sale of tickets and on the face value of all tickets issued as complimentary tickets. The tax formula is as follows:

- 3% of the first \$25,000
- 4% of the next \$50,000
- 5% of the next \$125,000
- 6% of any amount exceeding \$200,000.
- In no event shall any tax assessed under the provisions of the New Jersey State Athletic Control Board tax formula exceed \$100,000.

If for any reason said expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said expenses and LICENSEE waives all rights to the portion of the box office receipts and collected revenues necessary to pay said expenses.

3. PAYMENT OF EXPENSES

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event. Notwithstanding anything to the contrary above, LICENSOR shall be responsible for post-Event cleaning expenses.

LICENSEE shall be required to pay for event production, television production (including applicable venue union requirements), backstage, ring and barricade security, insurance, catering, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, DCA permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation, lodging, and any other event related cost.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment(s) to the Advertisers, the LICENSOR shall

be reimbursed at settlement. LICENSOR uses an outside advertising agency to place its advertising. The outside agency charges LICENSOR a 6.5% commission on gross media on all advertising placed. However, all media placed will be charged at net.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a reasonable contingency be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE.

A final settlement shall be completed no later than 20 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: all turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as event manager, production manager, stagehands, ticket takers, ticket sellers, ushers, security, medical personnel, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. Notwithstanding, LICENSOR shall provide security commensurate with past practices for similar events. All special services, such as seating arrangements, decorations, erection of the ring, platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES AND TICKET PRICES**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct costs of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by LICENSOR.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, with LICENSEE'S approval, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

All tickets taken on a consignment basis (sold and unsold) by LICENSEE must be returned and accounted for two (2) days (February 10, 2011) prior to the Event with the ARENA box office manager. The number of consignment tickets requested by LICENSEE is subject to the approval of the LICENSOR.

d. Ticket Prices & Configuration are as follows:

Net Capacity – 14,817

<u>AREA</u>	<u>PRICE</u>
P1	\$503.50
P2	\$303.50
P3	\$153.50
P4	\$103.50
P5	\$78.50
P6	\$53.50
P7	\$38.50

The ticket prices include a \$3.50 facility fee.

The LICENSOR shall have the right to cause to be set aside for its purchase up to (100) tickets per show.

The LICENSOR has the right to hold zero (0) seats for suite relocation for obstructed view suites due to production. Zero (0) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

e. Group Sales

The LICENSEE shall pay to LICENSOR a group sales commission of ten percent (10%) of group tickets sold, based on the gross less Facility Fees.

f. Suite Revenue Distribution is as follows:

It is understood and agreed that this permit for occupancy of the Arena does extend to the luxury suites in the Arena which are not leased on an annual basis. Revenue from such tickets shall be included in the gross ticket revenues. The tickets in the luxury suites which are leased on an annual basis are complimentary (total of 156 seats).

Suite 121 shall be allocated to the LICENSEE.

g. Complimentary Ticket Distribution

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 24 tickets shall be allocated to the LICENSOR per show.
LICENSEE: 250 tickets shall be allocated to the LICENSEE per show. Should the LICENSEE distribute in excess of 250 complimentary tickets, the LICENSOR shall be due \$3.50, payable by the LICENSEE, for each complimentary ticket in excess thereof.

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made, and LICENSEE agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE: The general obligations of the LICENSEE shall be as follows:

Strikeforce and M1 Global Present Fedor vs. Silva

- a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:
 - b. Production of the participants in the event.
 - c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
 - d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement (4.5% outside agency commission). Advertising account is as follows:

See paragraph 3 of this Agreement.

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by

this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any negligent act, omission, breach or gross negligence of the LICENSEE. This obligation includes reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents. LICENSOR, by virtue of this Agreement, shall be responsible for managing and controlling patrons. Therefor, LICENSEE shall have no liability for or indemnity for acts of LICENSEE's patrons.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses, unreturned monies due from consignment tickets, unsold and unreturned consignment tickets and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, LICENSEE may provide payment in the form of a company check or credit. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules,

halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise not related to the event, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All arrangements for food and beverage supplied by the concessionaire, ARAMARK, to the LICENSEE, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

d. Rockstar shall be permitted to provide samples of Rockstar product to patrons, provided such samples shall be poured into cups with a maximum volume of 2 ounces.

The merchandise deal: 80/20 with taxes, and credit cards off the top.

17. **BROADCAST RIGHTS**

LICENSOR grants to LICENSEE all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such broadcasting privileges, provided LICENSOR informs LICENSEE of such costs in advance and LICENSEE agrees to same in writing. The LICENSOR shall not charge any fee for the origination.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the

LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast. This shall exclude acts by the LICENSOR.

It is understood this is a "live" broadcast and LICENSEE and its partners may suffer damages if LICENSOR does not fulfill its obligations under this Agreement. LICENSOR may be liable for reasonable damages if the broadcast does not take place due to the failure of LICENSOR to perform its obligations under this Agreement.

18. **RECORDING**

LICENSOR agrees that recording, both visual and audio of any kind may be made of the event or events covered by this agreement with the prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including reasonable legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise

specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE, provided such damage was caused by LICENSEE or its employees, agents, or contractors.

24. **PARKING**

Parking will be controlled and operated by LICENSOR, which will retain and be entitled to all receipts from the parking. Twenty-five (25) parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, unless such loss occurs due to the gross negligence of Licensor. Watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the negligent act, default or gross negligence of LICENSEE or by the LICENSEE'S agents, employees, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR, unless such cause is due to the gross negligence of LICENSOR.

30. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

31. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right, unless such cause is due to the gross negligence of LICENSOR.

33. **OPENING HOURS**

LICENSOR agrees to open doors for event at 7:00 PM.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease

and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the reasonable costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the either party or which either party the is unable to avoid by exercise of due diligence, the parties shall have no obligation or liability whatsoever to each other as a result thereof.

42. **INTENTIONALLY LEFT BLANK.**

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable by law, then it is the intention of the parties hereto that all other parts of this Agreement that are deemed to be enforceable by law shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

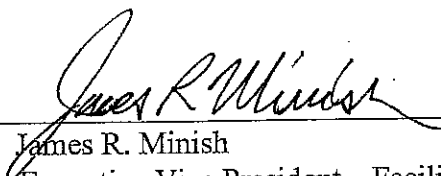
48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.


49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish
Executive Vice President – Facilities

EXPLOSION ENTERTAINMENT, LLC

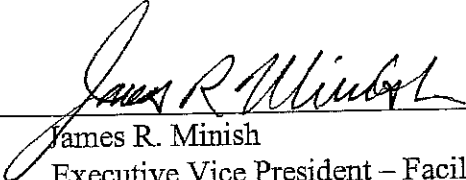
By  _____
Name: ANDREW EBEL
Title: DIRECTOR OF BUSINESS OPERATIONS

Copy to: Steve Kirsner
HP Pavilion at San Jose
525 West Santa Clara Street
San Jose, CA 95113

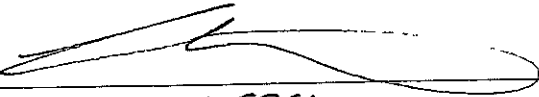
ADDENDUM # 1

LICENSEE may use the facilities which are covered under this Agreement for the period of time covered under this Agreement, for the compensation amount that is specified under this Agreement for the purpose of staging a Mixed Martial Arts Event to be broadcast live on the Showtime networks. It is understood LICENSEE and Showtime own all rights of the broadcast and the subsequent recording and may rebroadcast, repackage, and/or repurpose the show at any time in any form without further compensation to the LICENSOR.

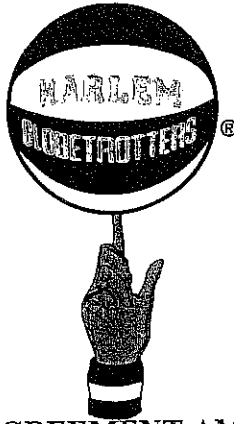
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

EXPLOSION ENTERTAINMENT, LLC

By 
Name: ANDREW EBEL
Title: DIRECTOR OF BUSINESS OPERATIONS

Copy to: Steve Kirsner
HP Pavilion at San Jose
525 West Santa Clara Street
San Jose, CA 95113



ARENA AGREEMENT AMENDMENT

THIS AMENDMENT ("Amendment") is made as of the 23rd day of August, 2010, by and between HARLEM GLOBETROTTERS INTERNATIONAL, INC. ("Producer") and THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY ("Operator"). It amends the HARLEM GLOBETROTTERS STANDARD CO-PROMOTION AGREEMENT ("Agreement") dated October 15, 2009 between the parties, and all prior agreements and amendments hereto regarding the appearance of the Harlem Globetrotters at IZOD Center ("Arena") East Rutherford, NJ.

WHEREAS, this instrument shall be and become a binding amendment extending the entire Agreement for an additional year, when executed by authorized officials of Producer and Operator, with the following changes:

- **PERFORMANCE DATES: Saturday, February 19, 2011 at 1PM
Monday, February 21, 2011 at 1PM
2012 Dates to be Determined**

- **Group Sales:**
 1. **Commission: Ten (10%) percent group sales ("Group Sales") commission shall be paid to Operator.** All commissions paid for Group Sales ("Group Sales Commission") must be approved by Producer's Marketing Department in writing. Any commissions shall be paid on Net Gross of the Group Tickets sold. "Net Gross" shall mean any and all sums received and/or credited less the applicable Facility Fees, HGI Surcharge and taxes.
 2. **Group Ticket Processing:** All group tickets are to be printed at the group price and include all fees. All group orders are to be filled and mailed to the customer within seven days after receiving the group order, from the respective group sales agent *with Full payment*. In addition, confirmation of said orders should be sent to the respective group sales agent indicating the account # and the ticket location(s) within this same seven (7) day period. Confirmation of the total Group Sales Ticket Summary is to be confirmed between the box office and the group sales agent 24 hours prior to the "Performance". Such agreed upon confirmation will be used to determine the commission paid to ~~Producer~~ *Operator*. *JAN MY*
 3. **Ticket Consignments:** On very rare occasions, Producer may determine it necessary to have tickets on "consignment". If this is the case Producer will enter into a "consignment agreement" with the respective party. Examples and situations where this may happen are groups for the military, fund raisers, *JAN MY*

scouts, performance groups, etc. Operator will cooperate with Producer should such ticket consignments be requested.

4. **Scout Patches:** Revenues for scout patches or similar items are to be added to the group ticket price, the cost of which shall be returned in its entirety to Producer at settlement.

Except as expressly amended, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date and year first written above.

ACCEPTED AND AGREED:

HARLEM GLOBETROTTERS INTERNATIONAL, INC.

By: 

Jeff Munn

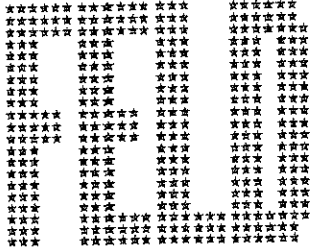
for Chief Operations Officer

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By: 

James R. Minish

Executive Vice-President



March 25, 2010

Mr. James R. Minish
Executive Vice President - Facilities
New Jersey Sports and Exposition Authority
50 State Route 120
East Rutherford, NJ 07073

ENTERTAINMENT, INC.

Dear Jim:

In accordance with paragraph 1(d) of our Agreement dated July 28, 1998, as amended by the Letter Agreement dated October 17, 2003 and Amendments dated March 9, 2005, March 1, 2007, and January 20, 2009, by and between FELD ENTERTAINMENT, INC. and NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, this will confirm the dates for Ringling Bros. and Barnum & Bailey® during the 2011 season at the IZOD Center:

Access to animal housing areas: 7:00 a.m., Monday, February 28, 2011

Move-in: 7:00 a.m., Tuesday, March 1, 2011

Engagement: Wednesday, March 2 – Sunday, March 13, 2011

** Show dates & times to be mutually agreed upon*
Please acknowledge your agreement to the foregoing by returning a signed original of this letter to the attention of the North American Tours department at the Executive Office address listed below by April 9, 2010. You may retain the second original for your file.


Sincerely,

For
Bob Boggess
Vice President
Feld Motor Sports

BB:kc
(R)

ACCEPTED AND AGREED:

NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY

By: 
James Minish
Executive Vice President – Facilities

Date: April 12, 2010

RED UNIT - ENGAGEMENT FACT SHEET

East Rutherford, NJ



ARENA:
IZOD Center
50 State Road 120
East Rutherford, NJ 07073

ESTIMATED TRAIN ARRIVAL:
Monday, February 28, 2011 6:00 AM

TRAIN SPOTTED:
Coaches: 8:00 AM
Flats: 11:00 AM
Stocks: 11:00 AM

PERFORMANCE DATES:
March 2-Sunday March 13, 2011

OPENING PERFORMANCE:
Wednesday, March 02, 2011 7:30 PM

TRAIN STORAGE LOCATIONS AND DISTANCE:

COACHES: Distance to building 5.8 miles. Coaches will store in the NS New Yard on tracks 11 & 13 in Secaucus, NJ. Entrance to yard is via the access road across the street from 200 Seaview Drive, pass small brick bldg and follow across field to yard. Each track is 23 coaches capacity. You will be next to a very active switching yard. Do not cross the tracks. Alcohol is not to be consumed outside the coaches.

COACHES TO BUILDING: Come out of the yard, turn left on New County Ave, veer to left on County Ave, follow 1.7 miles, turn left on Patterson Plank road, follow signs on to 3 west, cross river and follow 120 north, follow signs to arena.

EQUIPMENT: Haul 0.2 miles-Distance to coaches 6.0 miles. Flats will unload on the new NJ Transit Meadowlands branch in the parking lot of Giants Stadium.

EQUIPMENT HAUL ROUTE: Cross parking lot, use over pass to Izod Center.

STOCKS: Walk 0.2 miles. Animals will unload on the new NJ Transit Meadowlands branch in the parking lot of Giants Stadium.

SET-UP CALLS:

Monday, February 28, 2011

12:00 AM	Housetrailer and Semi Arrival
6:00 AM	Compound Setup
1:00 PM	Pre-Rig Floor/Electrics/Sound
3:00 PM	Animal Walk East Rutherford
TBD	Walk Dressing Rooms with Arena

Tuesday, March 01, 2011

8:00 AM	Floor Crew
9:00 AM	Wardrobe
10:00 AM	Backstage
11:00 AM	Casual Crew
12:00 PM	Trunks
2:00 PM	Truss Flies to Trim
DIMA	Wheel/ Highwire/ Tiger Cage

Wednesday, March 02, 2011 Please check with Chantal's Rehearsal Schedule for complete and accurate times.

7:30 AM	11:15 AM	Animal Practice
11:30 AM	12:00 PM	Strap Acts Checks- Dima Nadia Katia Dancers
12:00 PM	1:00 PM	Negrey Fastrack & Danguir Highwire Setup
1:00 PM	1:30 PM	Act Lighting Focus- Highwire and Cake
1:30 PM	2:00 PM	Cast In Seats--Back Track
2:00 PM	2:30 PM	Sound Check
2:00 PM	2:30 PM	Floor Clean ups/ presets/ Band Line Check
3:00 PM	5:00 PM	Rehearsal
5:30 PM	6:30 PM	Clean and Preset Floor
7:30 PM		Show (6:30pm Pre-show)
After Show		Circus Act Practice

RV PARKING: RV Parking will be on site next to the loading ramp entrance.

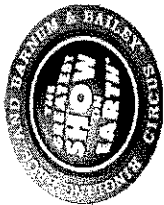
MISC. RV INFO: RVs must park tight. We will be using a generator

LOCAL INFO: Post Office 1.6 Miles 1257 Paterson Plank Rd # C, Secaucus, NJ
PERSONAL VEHICLE PARKING: Lot M21 with wagons and semis across from loading ramp
 Taxi (201) 507-0707

SHOW TIMES:

Wednesday, March 02, 2011		7:30 PM
Thursday, March 03, 2011	10:30 AM	7:30 PM
Friday, March 04, 2011	10:30 AM	7:30 PM
Saturday, March 05, 2011	10:30 AM 3:00 PM	7:30 PM
Sunday, March 06, 2011	10:30 AM 3:00 PM	
Monday, March 07, 2011		DARK
Tuesday, March 08, 2011		DARK
Wednesday, March 09, 2011		7:30 PM
Thursday, March 10, 2011		7:30 PM
Friday, March 11, 2011		7:30 PM
Saturday, March 12, 2011	10:30 AM 3:00 PM	7:30 PM
Sunday, March 13, 2011	10:30 AM 3:00 PM	

ALL TIMES ARE SUBJECT TO CHANGE DEPENDING ON TRAIN ARRIVAL



Bus Schedule
 East Rutherford NJ
 Approximate ONE-WAY trip
 30 minutes
ALL TIMES ARE DEPARTURES FROM THE TRAIN
ALL BUSES MUST RETURN TO THE TRAIN

Day	Event	Time	Notes
Monday 02/28/11	Travel Day	2:00 PM 8:30 PM	Bus for Escorts
Tuesday 03/01/11	LOAD IN	7:30 AM 1:30 PM	8:30 AM 4:30 PM Buses until load in is Complete
Wednesday 03/02/11	3:00pm Rehearsal 7:30pm Show	7:00 AM 2:30 PM	8:00 AM 3:30 PM Market Bus after show departs at 11:30pm returns at 12:45am
Thursday 03/03/11	10:30am SHOW 7:30pm Show	6:00 AM 1:30 PM	7:00 AM 2:30 PM Three Buses After Show - Last bus @ 11:00 pm Market Bus after show departs at 11:30pm returns at 12:45am
Friday 03/04/11	10:30am SHOW 7:30pm Show	6:00 AM 1:30 PM	7:00 AM 2:30 PM Three Buses After Show - Last bus @ 11:00 pm Market Bus after show departs at 11:30pm returns at 12:45am
Saturday 03/05/11	10:30am Show 3:00pm Show 7:30pm Show	6:00 AM 3:00pm Show 7:30pm Show	7:00 AM 8:00 AM 9:00 AM 2:30 PM 8:30 PM Three Buses After Show - Last bus @ 11:00 pm
Sunday 03/06/11	10:30am Show 3:00pm Show	6:00 AM 8:30 PM	7:00 AM 8:00 AM 9:00 AM 2:30 PM Three Buses after the show last bus at 7:00pm 8:30 PM Stable Watch
Monday 03/07/11	DARK DAY	8:30 AM	12:00 PM 2:30 PM 8:30 PM Market bus departing at 9:30am returns at 11:00am
Tuesday 03/08/11	DARK DAY	8:30 AM	12:00 PM 2:30 PM 8:30 PM Market bus departing at 9:30am returns at 11:00am
Wednesday 03/09/11	7:30pm Show	8:30 AM 6:00 PM	12:00 PM 3:00 PM 4:00 PM 5:00 PM Three Buses After Show - Last bus @ 11:00 pm Market bus departing at 9:30am returns at 11:00am
Thursday 03/10/11	7:30pm Show	8:30 AM 6:00 PM	12:00 PM 3:00 PM 4:00 PM 5:00 PM Three Buses After Show - Last bus @ 11:00 pm Market bus departing at 9:30am returns at 11:00am
Friday 03/11/11	7:30pm Show	8:30 AM 6:00 PM	12:00 PM 3:00 PM 4:00 PM 5:00 PM Three Buses After Show - Last bus @ 11:00 pm Market bus departing at 9:30am returns at 11:00am
Saturday 03/12/11	10:30am Show 3:00pm Show 7:30pm Show	6:00 AM 8:30 PM 7:30pm Show	7:00 AM 8:00 AM 9:00 AM 2:30 PM Three Buses After Show - Last bus @ 11:00 pm
Sunday 03/13/11	10:30am Show 3:00pm Show	6:00 AM 7:30 PM	7:00 AM 8:00 AM 9:00 AM 2:30 PM Buses departing Arena 7:30 PM 8:30 PM 9:30 PM 10:30 PM 11:30 PM 12:30 AM 1:30 AM

ADVANCE INFORMATION SHEET

CITY: **East Rutheford NJ** DATE ADVANCED: **201-460-4360**
 CONTACT NAME: **Greg Miller** PHONE# **201-460-4360**
 CELL#
 EMAIL#
 PROMOTER NAME: CELL#

Trailers Arriving:	Sunday Midnight	Space for Trailers:	Yes	No	Some
Trailers need to be off lot:	Monday morning	Power for Trailers:	Yes	No	Some
Water For Trailers	Yes	No	Can we Run Power:	Yes	No
Fire Hydrant	Yes	No	Generator	None	Trailers
Permits for Water	Building	Show	None Needed	Animals	Same
Train Location	Building	Show	None Needed		

Do we have the same space that we did last time we played the building and has anything changed? **NO**
 Did we lose any dressing rooms or storage space areas? **Yes No**
 Floor Dimensions: **222x 85'**
 Floor to Low Steel: **130'** Obstructions: _____
 Floor to High Steel: _____
 Rigger for the Call: We usually get 12 up and 4 dn **12/4/** Rigging Call for Pre-rig? **Monday at 1pm**
 Cherry Picker: **Yes No** Floor Surface: **Concrete/ Ice**
 Inserts in Good Condition: **Yes** No **N/A**
 Loading Docks: **3** Loading Docks for Load In: **3**
 How many Semis can we leave in during the run: **We occupy all**
 Are there any restrictions with hanging our side curtains. **no**
 When can our production manager walk dressing rooms to make assignments? **yes Monday**

Animal Area: **Inside storage area and along the ramp for tigers**
 Dumpster: **House Trailer Dumpster 1 10 yarder**
 Is there a Place for the Dumpster **Yes No**
 Who is supplying the Dumpster **Building Feld**

*If Building is getting Dumpster then we will need one 30 yard dumpster that will need to be dumped every morning between 10am and 11am. We will also need to make sure that extra dumpsters are dropped off on Saturday because most dumpster companies do not work on Sunday.

Security for Animal Area: **We will need one person 24 hours at the animal compound**
 We would also like one guard checking ID's at all entrances. Security should start @ **already on site**

Show Power and Electrics:
SHOW POWER:
 1000 AMPS 3 PHASE AT THE BACK DOOR OR ANY CONFIGURATION GIVING US 1000 AMPS Generator: **no**
 WHERE IS THE POWER LOCATION? **Upstage right and left**
 SHOW POWER? **2 600 amps, 2 400 amps, 1 200 amp**
 SHORE POWER? **200amps in loading dock**

BACK STAGE: WE NEED A SEPARATE 600 AMPS - 1 SERVICES OF 400 AND 1 SERVICE OF 100 3 PHASE
 Spotlights: We will need 8 Spot Lights with Operators + one house light person for all show calls **Supertrooper or same**
 How many Spot does the building have? **they have 12 we r**
 Call times for Spot Ops and House lights will be 1 hour before the first show and 30 minutes before all other shows.

Head Sets: We will need 12 headsets with beltacks. These need to be clearcom or equivalent.
 We will need one pack for each operator and house lights and 2 for our lighting FOH and 1 spare
 We will need to test the clearcom before the show to make sure that it works
 We can do this at Rehearsal which will start at:

Forklifts: How many Forks do you have? **4** We have Osha Certified Drivers, Is this acceptable?
 How many Forklifts do we need to Rent? **none**
 Who is renting the additional forklifts?
 Can we drive our Rentals? **no- they drive all forks**

LOAD IN: **2 AT PRE RIG TIME FOR ABOUT 4-5 HOURS**
4 AT LOAD IN TIME FOR 8-9 HOURS
 LOAD OUT: **4 AT THE END OF THE LAST SHOW FOR ABOUT 6 HOURS**
WE WILL NEED TO HAVE A SUPPLY OF EXTRA FUEL FOR THE LOAD IN AND THE LOAD OUT

PHONE LINES:
 WE WILL NEED 1 High Speed LINES FOR 16 WAGON BACK STAGE
 WE WILL NEED 1 PHONE LINES FOR THE PRODUCTION OFFICE + 1 HIGH SPEED LINE

Parking:
 DEAD STORAGE:

WE WILL NEED ROOM TO STORE AT LEAST 13 SEMI CONTAINERS AND 53 EMPTY WAGONS (Wagons are approximately 25' x 8')

WHERE CAN WE STORE THEM? lot m-21

IF WE FILL THAT SPACE IS THERE ANOTHER PLACE TO PUT WAGONS? lot m-21

WE WILL NEED AT LEAST 25 PARKING PASSES FOR PERSONAL VEHICLE PARKING

WHERE CAN WE PARK THEM? lot m-21

IS THERE ANOTHER LOT FOR THE OVER FLOW IF NEEDED?

Pre-Arrival Arrangements for	East Rutherford NJ		
1) What time is barn set-up?	Midnight Sunday night		
a) Did Alex confirm ths	yes		no
2) Are animals inside or outside?	inside	eles & hors	tigers outside
3) Can we use stakes?	yes		no
5) Is there any reason not to drop a trailer for hay?	yes		no
6) Will additional heating or cooling be required for the animals?	yes		no
a) additional heaters needed?	yes		no
b) do we need to order propane for these heaters?	yes		no
c) How much and when			
7) Will we need to modify fencing order	yes		no
(normal order--1200 ft. 6 ft)	How ?	NO FENCING	
8) What time should fence be installed?			
9) How many house trailers at the building?	ALL		
a) if offsite, where:			
10) Will house trailers be using generator?	yes		no
Will animal compound be using generator power?	yes		no
When should we have fuel delivered	Tuesday, Thursday, Saturday		
Is it possible to rent a portable tank?	yes		no
Generator Location:	By loading dock ramp, Izod Center		
11) Will we need gray water tanks?	yes		no
a) How many?			
b) what days do they need to be emptied			
12) Are we providing the dumpster or is the building?	Ringling		Building
13) Do we need a dumpster for the house trailers?	yes		no
14) Will building supply forklifts for animal crew load-in?	yes		no
a) How many?	4		
b) How many do we need to rent?	0		
c) Do we need additional propane and if so how much	none		
15) Who is the building contact?	Greg Miller		
16) Will 16 wagon be inside or outside?	inside		outside
a) If inside did you order wireless & phone lines	yes		no
16) Any other useful information?	1 porta jon for tigers/transpo		
	we need to rent 2 follow spots from PRG New		
	2k Super Troupers with base and power supp		
	delivered Tuesday 3/1/11 10am		
	Picked up Monday 3/14/11 before 10 am		



E Peripheral Rd

N Connector Rd

N Connector Rd

Plaza M

Paterson Plank Rd

Plaza M

E Peripheral Rd

N Connector Rd

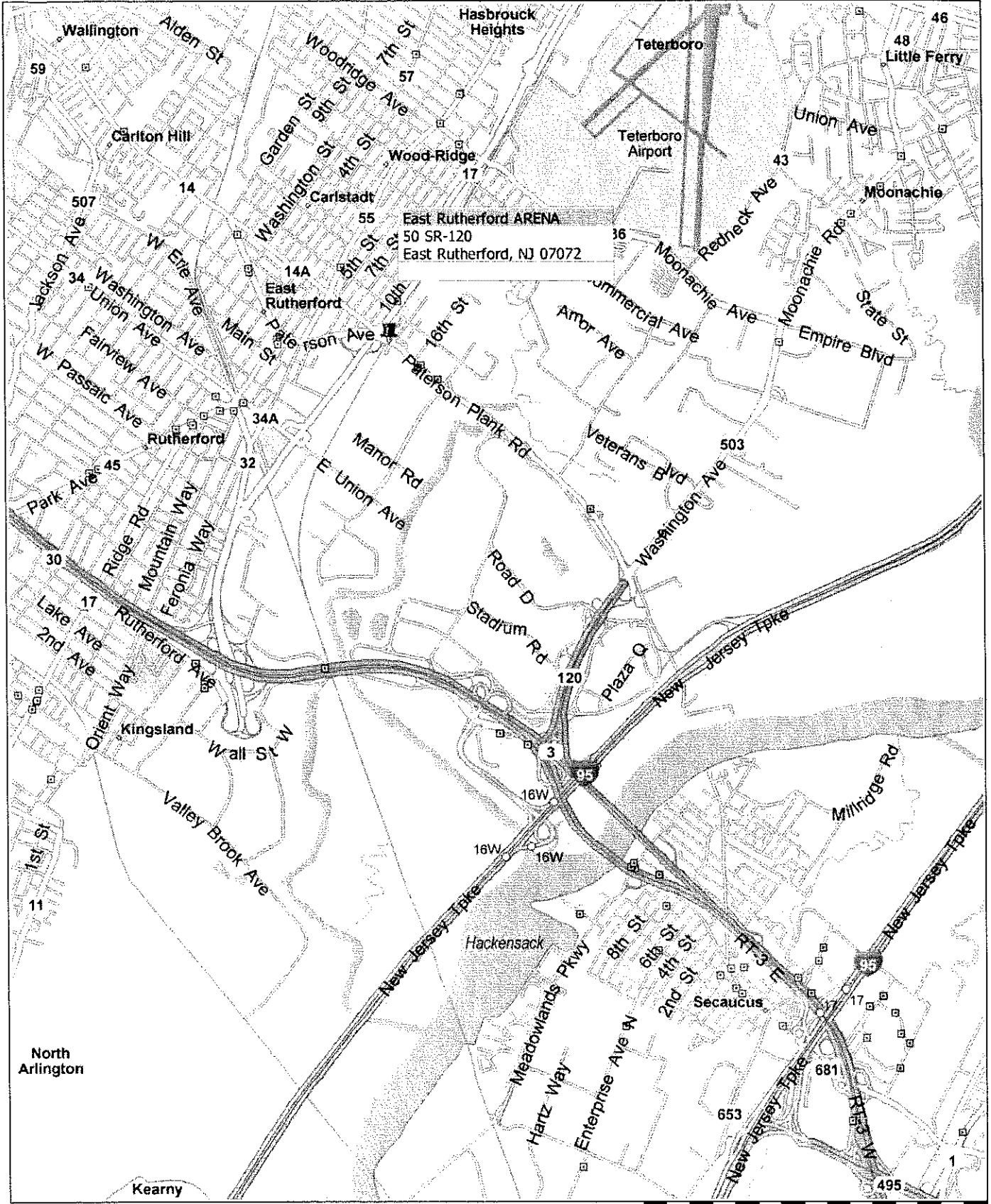
trailers

WAGON, SEMI &
Vehicle Parking

Izod Center

Izod Sports Complex

Elizabeth Rd



2011 CIRCUS CALLS: I.A.LOCAL 632 RED UNIT

MONDAY February 28, 2011 TIME: 6:00AM LOAD IN BARN SETUP
 2 FORK OPERATORS
 1 SUPERVISOR

MONDAY February 28, 2011 TIME: 1:00PM MARK FLOOR
 1 HEAD RIGGER
 2 FORK OPERATORS can be the same guys as the 6AM call

MONDAY February 28, 2011 TIME: 2:00PM RIG
 12 UP RIGGERS (total)
 4 DOWN RIGGERS (INCLUDING HEAD RIGGER)
 1 HEAD ELECTRICIAN

TUESDAY March 1, 2011 TIME: 8:00AM LOAD IN
 4 FORK OPERATORS
 1 HEAD ELECTRICIAN
 1 SUPERVISOR
 1 HEAD RIGGER
 FINISH AROUND 6:00PM - (truss should be flow to trim by 2PM)

TUESDAY March 1, 2011 TIME: 6:00PM LIGHT FOCUSING
 1 HEAD ELECTRICIAN (will be done by 12:00 or before.)

WEDNESDAY March 2, 2011 TIME: 11:00AM RIGGING SAFETY
 3 RIGGERS
 1 SUPERVISOR

WEDNESDAY March 2, 2011 TIME: 2:00PM Rehearsal at 3:00PM
 8 SPOTS
 1 SOUND OPS
 1 ELECTRICIAN
 1 SUPERVISOR

SHOW CALLS: 17 SHOWS (SEE ATTACHMENT)
 8 SPOTS
 1 ELECTRICIAN
 1 SOUND OPS
 1 SUPERVISOR

OUT CALL: MARCH 13, 2011 TIME: 3:00PM 1ST WAVE
 1 FORK OPERATORS

OUT CALL: MARCH 13, 2011 TIME: 5:00PM 2ND WAVE
 3 RIGGERS
 3 ADDITIONAL FORK OPS (TOTAL 4)
 1 HEAD ELECTRICIAN
 1 SUPERVISOR

OUT CALL: MARCH 13, 2011 TIME: 6:00PM 3RD WAVE
 10 UP RIGGERS
 3 DOWN RIGGERS (total of 14 up and 4)

FELD ENTERTAINMENT, INC. RINGLING BROS. AND BARNUM & BAILEY
ENGAGEMENT SYNOPSIS - RED UNIT - 2011

EAST RUTHERFORD, NJ

SHOW DATES: Wednesday March 2-Sunday March 13, 2011

ROUTE:

Arriving From: Newark, NJ NS
Departing to: Uniondale, NY NS NEWARK AMTK HAROLD LI

RAILROAD CONTACTS:

		24 Hour Number:	Phone	Fax	Pager	Cell
Joseph Meade	General Superintendent	N. J. Transit Newark	201 714-2811			
James Halloran	Sr. Trainmaster-DSLE	N. J. Transit Secaucus	201 222 2018			
Don Craine	Assistant Division Superintendent	Norfolk Southern Harrisburg	717-541-2102			
Patrick Whitehead	Division Superintendent	Norfolk Southern Harrisburg	773 447-5740.			
Wendell Fenner	Lead Trainmaster	Norfolk Southern Jersey City	201 239-3246			
William Washington	Superintendent of Terminals	Norfolk Southern Jersey City	201 239-3241			

RINGLING BROS. CONTACTS:

		Phone	Fax	Pager	Cell	email
Mike Hickey	Circus Trainmaster	Red Unit-On Site				
Tom Dillon	Manager Rail Operations	Palmetto, FL 941 721-1257	941 729-4991			
J. William Misiura	Director Transportation	Palmetto, FL 941 721-1240	800 540-0768			
Joe DeMike	Transportation Manager	Palmetto, FL 941 721-1242	800 540-0768			

RAILROAD ENGINEER: Use 90 pounds of train line pressure. Passenger car air reservoirs are high volume. PLEASE ALLOW EXTRA CHARGING TIME TO ASSURE ADEQUATE BRAKING RESPONSE. The air brakes are set for direct release. Control slack during switching and road operation as all coaches are occupied.

RAILROAD TRAINMEN: Make NO CUTS of train until you have met Circus Trainmaster or Train Electrician. All water lines and electric plugs MUST be disconnected before any cuts are made.

RAILROAD PERSONNEL TO SECURE CIRCUS TRAIN STORAGE TRACKS WITH BLUE FLAG AND SWITCH LOCKS

CIRCUS TRAIN ARRIVAL DATE: Monday February 28, 2011 morning. Railroad Operations Supervisor will meet the Circus Trainmaster Mike Hickey at Coach #57 RBBX 40003.

TRAIN MAKEUP ON ARRIVAL: Engines, 4 stocks, 34 coaches, 2 container flats, 19 flats
There is a wye at the entrance to the facility. Preferred direction on arrival is poles to engines at the connection.

COACH STORAGE FACILITIES: Distance to building 5.8 miles.
Coaches will store in the NS New Yard on tracks 11 & 13 in Secaucus, NJ. Entrance to yard is via the access road across the street from 200 Seaview Drive, pass small brick bldg and follow across field to yard. Each track is 23 coaches capacity.
You will be next to a very active switching yard. Do not cross the tracks. Alcohol is not to be consumed outside the coaches.

UNLOADING LOCATION AND STORAGE OF EQUIPMENT CARS: Haul 0.2 miles-Distance to coaches 6.0 miles.
Flats will unload on the new NJ Transit Meadowlands branch in the parking lot of Giants Stadium.

NEAREST RAILROAD WYE: There is no wye in Croxton. Arrange to turn cars prior to arrival if necessary.

PLACE CARS FOR LOADING: Please have cars placed for loading by 11:00 am, Sunday March 13, 2011, or as arranged by Circus Trainmaster.

UNLOADING LOCATION AND STORAGE OF STOCK CARS: Walk 0.2 miles.
Animals will unload on the new NJ Transit Meadowlands branch in the parking lot of Giants Stadium.

Unload Animals Monday February 28, 2011 at 12:30pm for Animal Walk at 1:00pm.
Red Unit will arrange police escorts, permits, etc.

Animal walk time subject to change without notice!

ENGAGEMENT: EAST RUTHERFORD, NJ REGIONAL MARKETING: Matthew Garrick/Deborah Mann/Michelle Meisten/Steve Yaros/Amy Alter*

BUILDING:

IZOD Center
 50 State Route 120
 East Rutherford, NJ 07073
 Operations Manager Greg Miller
 201-460-4360 Fax 201-460-4294

PERFORMANCE DATES & TIMES:

Wed 03/02			7:30 PM
Thu 03/03	10:30 AM		7:30 PM
Fri 03/04	10:30 AM		7:30 PM
Sat 03/05	10:30 AM	3:00 PM	7:30 PM
Sun 03/06	10:30 AM	3:00 PM	
Mon 03/07	Dark No Performances		
Tue 03/08	Dark No Performances		
Wed 03/09			7:30 PM
Thu 03/10			7:30 PM
Fri 03/11			7:30 PM
Sat 03/12	10:30 AM	3:00 PM	7:30 PM
	Daylight Savings Time Begins 2:00 a.m. 3/13		
Sun 03/13	10:30 AM	3:00 PM	

SPECIAL NOTES:

ACCESS ROAD AVAILABLE FOR SERVICE AND SANITATION TRUCKS, FOR COACHES AND STOCKS:
 A road runs most of the way along track 13.

WATER CONNECTION FOR TRAIN:

There is a private fire hydrant located behind 80 Sea View Drive next to Goya Foods. Palmetto making arrangements for use of hydrant. Local contact for use of hydrant is Joe DeLosh with Hartz Mountain Ind (201) 272-5704.

EQUIPMENT HAUL: Cross parking lot, use over pass to Izod Center.

BUILDING TO COACHES: Exit building getting on 120 East following to 3. Cross the river and get on the frontage road for Secaucus. Turn right on Roosevelt (At Exxon Station), turn left on Patterson Plank Road, turn right on County Avenue, follow 1.7 miles, follow New County Ave by veering to the right, cross bridge over railroad, turn right on Seaview, go 1/4 mile, turn right on access road across from 200 Seaview and follow to the train.

COACHES TO BUILDING: Come out of the yard, turn left on New County Ave, veer to left on County Ave, follow 1.7 miles, turn left on Patterson Plank road, follow signs on to 3 west, cross river and follow 120 north, follow signs to arena.

RED UNIT CONTACTS:

Tom Ford	General Manager	
David Bailey	Assistant General Manager	
Mark Hengge	Operations Manager	
Dimitri Dolgikh	Stage Manager	
Mike Hickey	Trainmaster	
Jessica Hyman	Vet Tech	
Alex Vargas	Unit Superintendent of Animals	
John Merrill	Associate Production Manager	
Chantal Stringer	Production Manager	
Carrie Christino	Tour Business Manager	
Glenn Hunter	Food Service Manager	
Beth Davis	Unit Purchasing Coordinator	

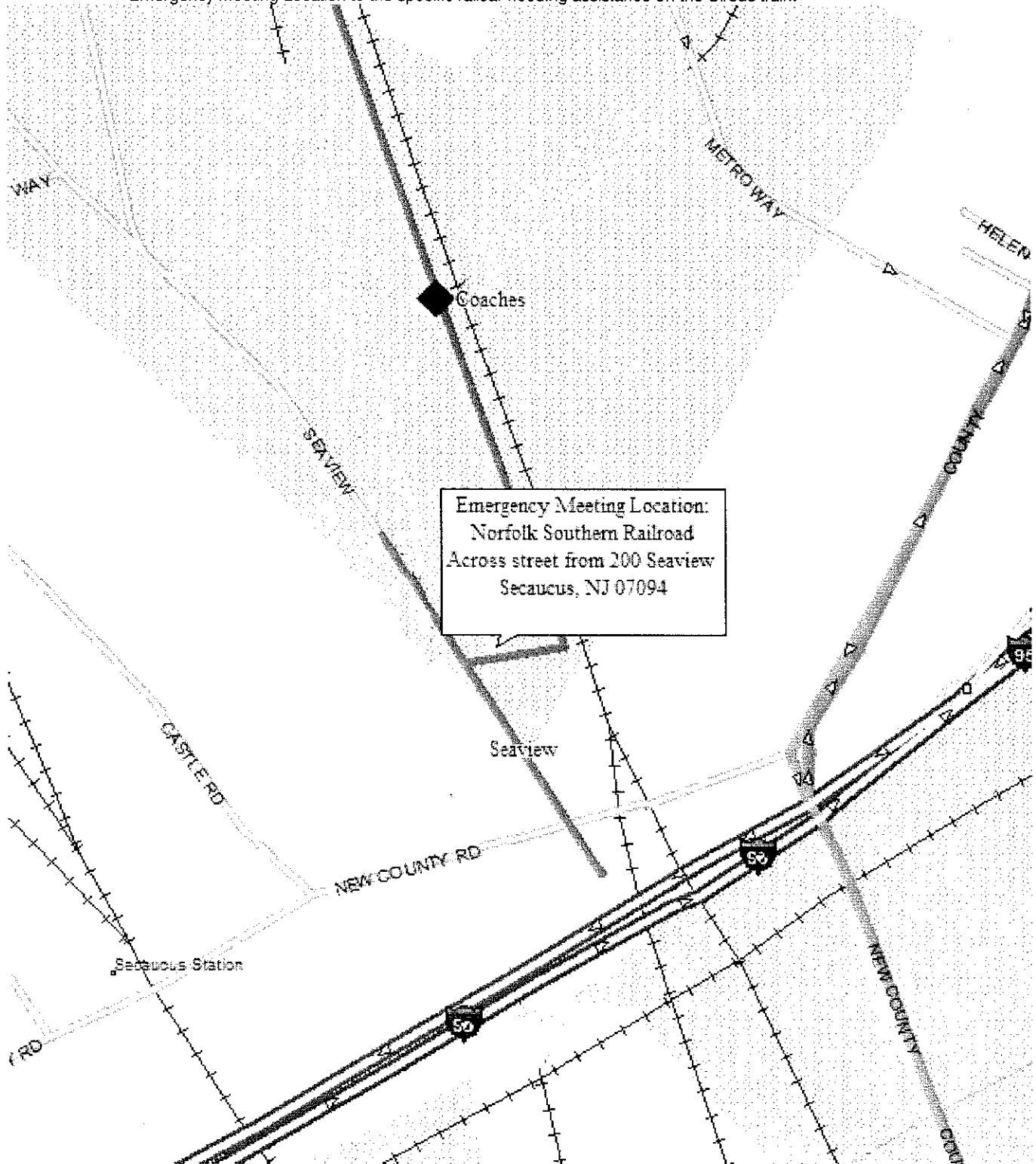
Cell Phone

Joe DeMike, Manager Transportation

ENGAGEMENT: EAST RUTHERFORD, NJ

EMERGENCY MEETING LOCATION

Designated circus employee or employees are to escort Emergency vehicles from the Emergency Meeting Location to the specific railcar needing assistance on the Circus train.





J. William Misiura
 Director Transportation
 Domestic

02/14/11

RED UNIT SCHEDULE-TRANSPORTATION ORDER

DEPARTURE: Monday February 28, 2011 59 Cars
 FROM STATION: NEWARK, NJ 4290 Tons
 ROUTE: CSAO Newark-Oak Island NS 5,235 Feet
 TO STATION: **EAST RUTHERFORD (CROXTON), NJ** 15 Miles

The circus trainmaster is Mike Hickey Cell

Please monitor the progress of the Circus Train to assure crews are available.

The Circus Train is to run ahead of schedule if possible and not held for departure times scheduled below.

CSAO	Equipment spotted for loading before (or as arranged with Circus Trainmaster)	11:00	Sun 02/27/11
	Last Show at NEWARK, NJ	EDT 17:00	Sun 02/27/11
CSAO	Train loaded and ready for switching.	00:01	Mon 02/28/11
	CIRCUS TRAINMASTER WILL PROVIDE SWITCHING INSTRUCTIONS, AND CONFIRM DEPARTURE TIME		
CSAO	Switching completed-Deliver to NS-Railroad to supply rear end device.	03:00	Mon 02/28/11
NS	Depart Newark, NJ Oak Island Yard	04:00	Mon 02/28/11
NS	Arrive Croxton, NJ	06:00	Mon 02/28/11
NS	Spot Coaches LOCK AND BLUE FLAG STORAGE TRACKS	08:00	Mon 02/28/11
NS	Depart Croxton, NJ	10:00	Mon 02/28/11
NS	Arrive Secaucus-Spot Stocks and Flats	10:30	Mon 02/28/11
NS	All Cars Spotted LOCK AND BLUE FLAG STORAGE TRACKS	EDT 11:00	Mon 02/28/11
	Circus Opening EAST RUTHERFORD, NJ First Show	19:30	Wed 03/02/11

The above schedule is essential to assure adequate set up time prior to the first show. If operating problems occur, please notify:
 BILL MISIURA, Director Transportation Domestic Work (941) 721-1240
 or JOE DEMIKE, Transportation Manager Work (941) 721-1242

NOTE TO RAILROAD OPERATING SUPERVISORS & TRAIN CREWS:

- * Monitor circus radio at all times for operational and emergency communications.
- * Use 90 pounds of trainline pressure. Allow extra time to COMPLETELY CHARGE passenger cars before making brake test. The air brakes are set for direct release. Locomotive brake cut out valve to be operated in "Freight" position.
- * Water and electric lines must be disconnected by Circus Trainmaster or Circus Electrician BEFORE any cuts are made.
- * Maximum speed is 60 MPH. Train is to run ahead of schedule if early and is not to be held for departure times.
- * CONTROL SLACK DURING SWITCHING AND ROAD OPERATIONS AS ALL COACHES ARE OCCUPIED.

Red 141st					Driver Request		
Ops Manager:	Mark Hengge						
Lead Driver:	Scott Clark						
Order to:	East Rutherford NJ						
Move Date:	2/27/2011	Origin:	Prudential Center				
Show Ends:	7:30 PM		165 Mulberry St				
Shunt Time:			Newark Nj				
Rig Date:	2/28/2011						
Rig Time:	1:00 PM	Destination:	IZOD Center				
Drive time:	1		50 State Route 120				
Mileage:	12		East Rutherford, NJ 07073				
Origin trailer parking:	Trailers will park on Lafayette St south of the Prudential Center.						
Destination trailer parking:	Trailers will drop in lot M-21						
Towing							
We will require Four wreckers to assist in hauling the circus from the flats to the arena							
Summary:	We will Need 4 Additional Drivers and our lead driver to move the following semis						
	We will not need a driveaway driver this week for the FCP						
Show Trailers							
Truck #	Check In	Notes	Trailer #	Priority	Delivery Time	Date	Time Zone
1	9:30 PM	Tiger	12134	8	10:30 PM	2/27/2011	est
2	9:30 PM	tiger	12135	9	10:30 PM	2/27/2011	est
3	9:30 PM	Zebra Trailer	200017	11	10:30 PM	2/27/2011	est
4	9:30 PM	3rd Wizco	12140	10	10:30 PM	2/27/2011	est
5	11:30 PM	Flatbed- Elephants	129252	6	12:30 AM	2/28/2011	est
6	11:30 PM	Flatbed Horses	129251	5	12:30 AM	2/28/2011	est
7	11:30 PM	Flatbead- Tiger Supply	12126	7	12:30 AM	2/28/2011	est
8	11:30 PM	Elephant Hauler	12122	12	12:30 AM	2/28/2011	est
9	1:30 AM	lights Rigging	971119	1		2/28/2011	est
10	1:30 AM	Lights	971155	2		2/28/2011	est
11	1:30 AM	Sound/Steel	971101	3		2/28/2011	est
12	1:30 AM	Band	971102	4		2/28/2011	est
13		Props	971146	13		2/28/2011	est
14		Cannon	971134	14		2/28/2011	est
Concessions Trailers							
1				1			est
2				2			est
				8			est
Heavy Equipment Haul							
# Heavy	# Flat	Date	Time	Location			
				Haul is 0.2 miles- no wreckers needed			

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of November, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and B/Schoeneckers, Inc., 7630 Bush Lake Road, Minneapolis, MN 55439-2810, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Pella Pro Expo Tour
IZOD CENTER - Trade Show Booth Displays on Arena Floor
Date: March 17, 2011
Event Time: 3:00 PM - 7:00 PM

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 7:00 a.m. on the 17th day of ~~May~~ *March*, 2011 and to the 17th day of March, 2011 at 11:30p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit

for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$35,000.00.

A non-refundable deposit of \$15,000 is due upon contract signing but no later than November 18, 2010.

A \$30,000 deposit against expenses is due by Monday, February 28, 2011.

3. PAYMENT OF EXPENSES:

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event. Estimated expenses will be due March 15, 2011.

A preliminary event settlement shall be completed upon conclusion of the Event after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. SERVICES TO BE PROVIDED BY THE LICENSOR:

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between Event clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. ADDITIONAL CHARGES

~~Should the event length time exceed the time allotted in sections 1(b) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.~~

H 10/6/11
Jm

6. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called

for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Fella Door & Window Trade Show

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

8. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the ~~act, default, or negligence~~ of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the sums paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSEE shall be responsible for paying to LICENSOR such sums not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

Pat Blaw!
JM

LICENSEE hereby ~~assumes~~ ^{assumes} full responsibility for the character, acts, and conduct of all persons ~~admitted~~ ^{admitted} to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Persons admitted
JM

Pat Blaw!

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificates shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. COMPLIANCE WITH LAWS AND REGULATIONS

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. LICENSES AND PERMITS

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. INDEMNITY

LICENSEE agrees to conduct its activities upon the ^{negligent} premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the ~~Event or any operations contemplated by this Agreement, including, but not limited to,~~ ^{negligent} any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by

Pat Blaw!
JM

this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

LICENSOR agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSEE against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSOR or any contractor or subcontractor of the LICENSOR, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSOR. This obligation includes reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of

any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

NOT APPLICABLE

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

LICENSOR hereby agrees that LICENSEE may broadcast the commencement exercises via the Internet through a webcast and that LICENSOR will not require a payment for that privilege and shall not charge any fee for the origination of the broadcast. LICENSEE hereby agrees that, in accordance with any applicable union requirements governing LICENSOR'S employees for such recordings/webcasts, LICENSEE shall be responsible for payment to LICENSOR for any costs as a result of such recording/webcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. COPYRIGHTS

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. PERFORMANCE APPROVAL

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. UTILITY CONNECTIONS

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. ELECTRICITY

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. WATER

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. PARKING

Parking will be controlled and operated by LICENSOR. Parking fee for this event is TBD. 25 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. CREDENTIALS

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. DEFACEMENT OF BUILDING

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear

excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. SIGNS AND POSTERS

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. ADVERTISING

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of Event times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR, and all receipts therefrom shall accrue to LICENSOR.

30. OCCUPANCY INTERRUPTION

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or Event material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. OBJECTIONABLE PERSONS

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. OPENING HOURS

LICENSOR agrees to open doors for event at 3:00 PM.

35. AGREEMENT TO QUIT PREMISES

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. LOST ARTICLES

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. NON-ASSIGNMENT

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. DEFAULT

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. CIVIL RIGHTS

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. FORCE MAJEURE

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the parties or which the parties are unable to avoid by exercise of due diligence, LICENSOR and LICENSEE shall have no obligation or liability whatsoever to each other as a result thereof. In the event of a Force Majeure circumstance, LICENSOR will refund any pre paid expenses and rental to LICENSEE.

41. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. SEVERABLE AGREEMENT

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY James R. Minish
James R. Minish
Executive Vice President - Facilities

~~BERGEN COMMUNITY COLLEGE~~ UNIV. of TRENTON
BERGEN COMMUNITY COLLEGE

BY Tom Pederson
Tom Pederson - Account Manager (BI/Schoeneckers, Inc.)
Bruce Schiavo
VP Travel Purchasing

APPROVED BY THE
LEG. COUNCIL
ALL. DE. P. E. Pederson

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of February, 2008 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Ardee Festivals NJ, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Jonas Brothers Concert

Date: March 22, 2008

Time: 7:00 pm – 10:00 pm

Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00 a.m. on the 22nd day of March, 2008 and to the 23rd day of March, 2008 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$75,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Jonas Brothers
Rooney*

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to

LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

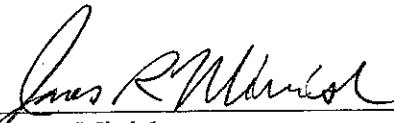
47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

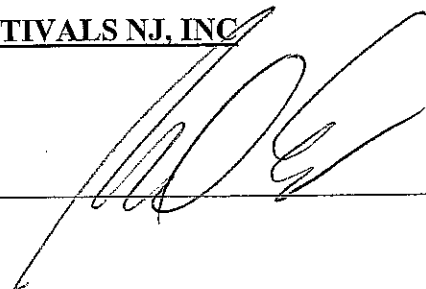
48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

ARDEE FESTIVALS NJ, INC

By 
Phil Ernst

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
Floor/Lower Tier/Upper Tier	\$50.00
Lower Tier/Upper Tier	\$40.00
Lower Tier/Upper Tier	\$30.00

The ticket price includes a \$3.00 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to the luxury suites in the ARENA. The tickets in the luxury suites are complimentary (total of 466 seats)

B. Suite 121 shall be allocated to the LICENSEE.


C. \$3.00 per ticket on suite tickets sold, net of taxes, rent and expenses. An additional \$3.00 per ticket will be paid on any suites sold and relocated.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

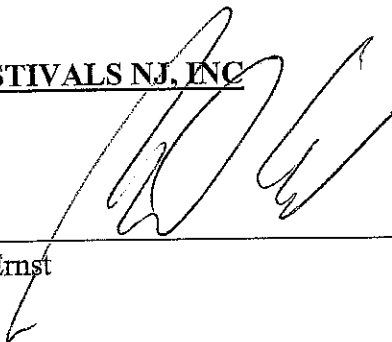
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

ARDEE FESTIVALS NJ, INC

By 
Phil Ernst

IZOD CENTER LICENSE AGREEMENT

This Agreement (the "Agreement"), is made and entered into this 28th day of September, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and International Merchandising Corporation, ~~304 Park Avenue South~~, 767 Fifth Avenue, 45th Floor, New York, NY 10153040 hereinafter referred to as LICENSEE,

INITIAL
IN CIRCLE
BA
[Signature]

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Event: **Smucker's Stars on Ice 25th Anniversary Tour**
(the "Event")
Date(s): April 2, 2011
Time(s): 7:30 PM
Event Length(s): 3 hours

INITIAL
IN CIRCLE
BA
[Signature]

c. **TIME OF USE:** Under this Agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 2nd day of April, 2011 and to the 3rd day of April, 2011 at ±2:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate, such approval shall not be unreasonably withheld.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers for the presentation of the Event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, the LICENSOR and LICENSEE agree to the following Gross Ticket Sales splits for the Event:

DEDUCTIONS FROM GROSS TICKET SALES (OFF THE TOP):

- 7% New Jersey State Sales Tax

REMAINDER OF GROSS TICKET SALES TO BE SPLIT (applies to one or multiple performances in the same year)

- 60% LICENSEE / 40% LICENSOR - \$0 - \$450,000
- 65% LICENSEE / 35% LICENSOR - \$450,001 - \$600,000
- 70% LICENSEE / 30% LICENSOR - \$600,001 and above

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the Event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR will be required to pay for Event Supervision, Per Diem Staff (ushers, ticket takers, security, medical, box office, matrix, etc.), Union trades (electricians, carpenters, plumbers, laborers, teamsters, cleaners, etc.), Stagehands, utilities, set up fees, ASCAP/BMI/SESAC Music Licensing Fees, Advertising (with a cap. of \$80,000 split with Licensee: 60% Licensee/40% Licensor net of commissions) and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event. LICENSOR agrees to provide its in house spotlights for LICENSEE'S use during the Event.

LICENSEE will be required to provide and pay for the performers for the Event, the Event production (including any additional spotlights), catering, lodging, insurance, dressing room furniture (above and beyond normal tables and chairs), ~~phone and internet charges (\$150 per line plus toll calls for phones, \$250 for T1 line)~~, pyro permits, hospitality, transportation and any additional items needed to produce the shows.

A preliminary event settlement shall be completed upon conclusion of the Event after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages

sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 business days after the close of the Event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services outside of the standard set-up for the Event (see technical rider), such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies at the written request of LICENSEE, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

6. **TICKET PRICES - CONFIGURATION**

A. Ticket prices:

\$153.50

\$88.50

\$53.50

\$28.50

The \$3.50 facility fee, which the LICENSOR will be entitled to retain, is included in the ticket prices above.

Net Capacity per show – (TBD)

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

7. **SUITES**

A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the 28 luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

B. Suite 121 shall be allocated to the LICENSEE.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

8. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

9. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel the Event or play another venue with "Stars on Ice" in Northern New Jersey in 2011 covered under this Agreement unless such cancellation is due to an Event of Force Majeure (as defined in paragraph 44 below) or a breach of this Agreement by LICENSOR, ~~one hundred thousand dollars (\$100,000.00) shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all out-of-pocket, verifiable expenses incurred by LICENSOR in connection with the Event.~~

FINAL
DRAFT
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[Handwritten signature]

10. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has valid, properly executed and compatible contracts with the performers whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Smucker's Stars on Ice

b. Production of the participants in the Event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

11. **EVENT ADVERTISING**

LICENSOR shall provide for an advertising and publicity campaign for the Event and such advertising and publicity campaign shall be at a mutually agreeable schedule between LICENSOR and LICENSEE. LICENSEE has agreed to a maximum of Eighty Thousand Dollars (\$80,000.00) towards the advertising and publicity campaign for the Event and has agreed to split this expense 60% LICENSEE / 40% LICENSOR. There shall not be included in the aforesaid minimum advertising budget any expenditures for the salaries or fees of persons employed or retained by LICENSOR in connection with such advertising and publicity campaign. ~~Notwithstanding the above, LICENSOR shall charge and outside agency commission of 4.5% for all advertising placed through the ARENA marketing department.~~

LICENSEE shall make available for purchase by LICENSOR, at LICENSEE'S cost, mailing pieces, posters, flyers and television tapes suitable for advertising the Event.

12. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents or its contractors, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

13. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that LICENSEE'S employees, contractors and agents shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA (such rules for the ARENA's union trades can be provided to LICENSEE oral or written), and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

14. **LICENSES AND PERMITS**

Unless otherwise noted in this Agreement, LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand. LICENSOR will advise LICENSEE if any licenses or permits are required for the operation of the ARENA. LICENSEE shall be responsible for any applicable licenses or permits for the presentation of the Event.

15. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

16. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

17. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR. See attached addendum.

18. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

19. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or

similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this Agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR. See attached addendum.

The merchandise deal: 70/30 with taxes and credit cards off the top and 85/15 on CD's and DVD's only. SEE THE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

20. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. See attached addendum.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

21. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege. See attached addendum.

22. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of

use of any such materials described above. Notwithstanding the above, LICENSOR shall be responsible for the payment of ASCAP/BMI/SESAC Music Licensing Fees only.

23. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. By signing this Agreement below, LICENSOR hereby approves of the performance so long as the content of the performance(s) is/are consistent with past practice for Smucker's Stars on Ice performances.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 9 above.

24. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

25. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building (See attached addendum). All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

26. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

27. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies

provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

28. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

29. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time, unless such loss or damage is caused by the negligent acts or omissions or willful misconduct of LICENSOR, its employees or agents. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement, unless such loss or damage is caused by the negligent acts or omissions or willful misconduct of LICENSOR, its employees or agents. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit unless such loss or damage is caused by the negligent acts or omissions or willful misconduct of LICENSOR, its employees or agents, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

30. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

31. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. See attached addendum. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents or employees, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original

condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of LICENSEE'S employees, contractors or agents or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

32. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. See attached addendum. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

33. **PERMANENT ARENA ADVERTISING**

All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

34. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

35. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right, acting reasonably, to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

36. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

April 2, 2011 – 6:30 PM

37. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

38. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety, provided that such announcements are not for other ice shows or events with sponsors in conflict with Smucker's (except for LED upcoming events signage). LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

39. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 8 above.

40. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

41. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

42. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

43. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

44. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party (hereinafter referred to an "Event of Force Majeure") or which such party is unable to avoid by exercise of due diligence, such affected party shall have no obligation or liability whatsoever to the other party as a result thereof.

45. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event. By signing this Agreement below, LICENSOR hereby approves of the performance so long as the content of the performance(s) is/are consistent with past practice for Smucker's Stars on Ice performances.

46. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

47. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

48. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest within the reasonable discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

49. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

50. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

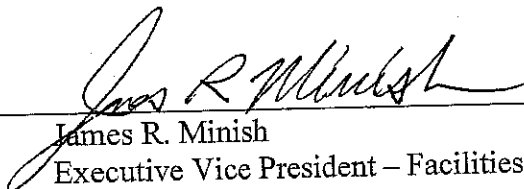
51. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall use its reasonable efforts to similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

52. **EVENT EXCLUSIVITY**

During the term of this Agreement, LICENSEE will limit their engagements at venues located within a thirty (30) mile radius of the ARENA, to one performance only in each venue, however LICENSEE will not schedule another engagement in another venue located within a thirty (30) mile radius of the ARENA in the State of New Jersey. In consideration of this, the LICENSOR will not book any other figure skating attraction and/or event with the exception of multiple performance family shows such as Disney on Ice.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

INTERNATIONAL MERCHANDISING CORPORATION

By 
Byron Allen

ADDENDUM

**IZOD Center
East Rutherford, NJ
Saturday, April 2, 2011**

Show time is 7:30 p.m. Doors open at 6:30 p.m. LICENSEE will have access to the ARENA from 6:00 a.m. on the show day until 2:00 a.m. the day after the show.

Ticket prices are \$153.50, \$88.50, \$53.50, and \$28.50 (incl. \$3.50 facility fee). The public on-sale date is Saturday, December 4, 2010.

LICENSEE will have the right to 1,000 complimentary tickets. The value of all complimentary tickets will not be included in computing gross receipts. See ticket rider for further requirements.

Rental Fees:

Ice, zamboni, and zamboni driver are included in the rental fees. Minimum ice dimensions are 69' x 168'. The minimum ice thickness is 1.5 inches (this is very important for the skaters' safety). See technical rider for further ice requirements.

Parking for three 45' tour buses and two tractor-trailers, and the use of LICENSOR-owned equipment required by production (incl. laundry facilities), as available, are included in the rental fees.

Sponsor Requirements:

The Title Sponsor of the Event is Smucker's. LICENSOR warrants that it will not permit the name or logo of any conflicting/competing sponsor (fruit spread or peanut butter product) to appear in connection with the advertising or ticket sales for the Event, nor allow same to appear in the ice or on signage at the ARENA.

LICENSOR will make available to Smucker's prime booth space within the main concourse for display purposes. LICENSOR will allow Smucker's to hand out product samples to patrons upon their exit from the ARENA.

LICENSOR will include the complete title of the Event including presenting sponsor (i.e. "Smucker's Stars on Ice presented by XYZ Corporation") on the marquee or on other outdoor signage.

LICENSEE will have the right to display video boards in the ARENA, specifically, four LED panels at ice level. These signs will display the sponsors of the Smucker's Stars on Ice Tour (the "Tour") – Smucker's, Jif, Crisco, and others to be determined. LICENSEE will also have the right to make periodic public address announcements.

LICENSEE will have the right to run a tape promoting the Boys & Girls Clubs of America (the "Official Tour Charity") before and at the intermission of the Event. LICENSOR will notify LICENSEE in writing of any charges related to this.

Marketing:

LICENSEE shall approve in advance all marketing expenses incurred and marketing materials created by LICENSOR. All advertising placed by LICENSOR will include the complete title of the Event. Affidavits, tear sheets, and invoices are required at settlement for advertising reimbursement.

LICENSOR will send a minimum of two e-mail blasts at no charge to its list of past patrons, season ticket holders and suite holders to promote ticket sales for the Event. The first is a pre-sale announcement to the entire list, and the second a reminder 30 days prior to the show.

Group Sales:

LICENSEE retains the services of LICENSOR as the exclusive group sales representative for the Event. LICENSOR agrees to conduct an extensive group sales campaign for LICENSEE in accordance with the procedures listed below.

LICENSEE agrees to provide LICENSOR with photos, bios, logos, press releases and full-color flyers which LICENSOR will have imprinted with local information and mailed to groups in the area.

LICENSOR agrees to prepare an estimated budget of all Group Ticket Sales related expenses and submit it to LICENSEE for approval prior to starting the sales campaign. LICENSOR will not be reimbursed for any expenses not approved in advance by LICENSEE and for which appropriate documentation (invoices, receipts) is not submitted to LICENSEE. LICENSEE agrees to consult with the box office and LICENSOR regarding the quantity and location of Group Ticket Sales seats when the ticket orders are placed.

All printed materials must first be approved by LICENSEE. LICENSOR will not be reimbursed for any printed materials that have not been approved in advance by LICENSEE.

A "Group Ticket Sale" consists of a minimum of ten (10) tickets sold by LICENSOR to one group for the Event.

Group Ticket Sales will be at a \$10 discount per ticket ordered on all prices except the top price. On-ice seats are not available for Group Ticket Sales, and a commission will not be paid on the sales of these seats. LICENSOR agrees to cease all Group Ticket Sales activity five (5) days prior to the Event, and all unsold Group Ticket Sales seats will be released for general ticket sales at that time. All monies collected by LICENSOR must be submitted to the box office no later than three (3) days prior to the Event.

LICENSOR agrees to submit to LICENSEE a legible list of all processed Group Ticket Sales orders. LICENSOR agrees to record all Group Ticket Sales on specific order forms. All such

sales are subject to final audit by the facility box office and LICENSEE the day of the Event, such audit to be based on the information recorded on the order forms. All forms will include the organization, address, telephone number, contact name, and final number of tickets purchased.

Novelties and Merchandise:

LICENSEE will be permitted to sell programs, Tour clothing, magnets, totes, mugs, pins, and plush, and will use LICENSOR's agents. The merchandising split which is calculated on gross sales of these items less the deduction of any sales taxes and credit card commissions will be 70% to LICENSEE and 30% to LICENSOR. LICENSOR will pay the vendors from its share of the merchandising split.

LICENSEE will also be permitted to sell Tour-licensed and royalty-based merchandise, including, but not limited to videos, compact discs, photos, books, etc. The merchandising split which is calculated on gross sales of these items less the deduction of any sales taxes will be 85% to LICENSEE and 15% to LICENSOR. LICENSOR will pay the vendors from its share of the merchandising split.

Final payment for program and novelty sales will be paid to LICENSEE within three business days of the Event. Payment should be made to International Merchandising Corporation, 767 Fifth Avenue, 45th Floor, New York, NY 10153.

LICENSEE retains the rights to all radio and television broadcasts and warrants that no same day coverage will be broadcast within a 120-mile radius of the venue.

LICENSOR will not hold an ice show or competition within the 45-day period prior to and the 30-day period following the Event.

LICENSOR will not release ticket sales figures to outside organizations unless requested to in writing by LICENSEE. This includes all trade publications and services.

The Tour donates \$.50 from the sale of each ticket to the Official Tour Charity. The total of this donation will be deducted from gross ticket sales before computing any taxes or rental percentage calculations.

All customer lists for ticket selling are the property of LICENSEE and may not be given to any third party without the consent of LICENSEE. Copies of all customer lists will be given to LICENSEE immediately following the Event.

IZOD CENTER LICENSE AGREEMENT

This Agreement (the "Agreement"), is made and entered into this 28th day of September, 2010 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and International Merchandising Corporation, ~~304 Park Avenue South,~~ 767 Fifth Avenue, 45th Floor, New York, NY 10153040 hereinafter referred to as LICENSEE,

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WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Event: **Smucker's Stars on Ice 25th Anniversary Tour**
(the "Event")
Date(s): April 2, 2011
Time(s): 7:30 PM
Event Length(s): 3 hours

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c. **TIME OF USE:** Under this Agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 2nd day of April, 2011 and to the 3rd day of April, 2011 at 12:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate, such approval shall not be unreasonably withheld.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the performers for the presentation of the Event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, the LICENSOR and LICENSEE agree to the following Gross Ticket Sales splits for the Event:

DEDUCTIONS FROM GROSS TICKET SALES (OFF THE TOP):

- 7% New Jersey State Sales Tax

REMAINDER OF GROSS TICKET SALES TO BE SPLIT (applies to one or multiple performances in the same year)

- 60% LICENSEE / 40% LICENSOR - \$0 - \$450,000
- 65% LICENSEE / 35% LICENSOR - \$450,001 - \$600,000
- 70% LICENSEE / 30% LICENSOR - \$600,001 and above

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the Event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR will be required to pay for Event Supervision, Per Diem Staff (ushers, ticket takers, security, medical, box office, matrix, etc.), Union trades (electricians, carpenters, plumbers, laborers, teamsters, cleaners, etc.), Stagehands, utilities, set up fees, ASCAP/BMI/SESAC Music Licensing Fees, Advertising (with a cap. of \$80,000 split with Licensee: 60% Licensee/40% Licensor net of commissions) and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event. LICENSOR agrees to provide its in house spotlights for LICENSEE'S use during the Event.

LICENSEE will be required to provide and pay for the performers for the Event, the Event production (including any additional spotlights), catering, lodging, insurance, dressing room furniture (above and beyond normal tables and chairs), ~~phone and internet charges (\$150 per line plus toll calls for phones, \$250 for T1 line)~~, pyro permits, hospitality, transportation and any additional items needed to produce the shows.

A preliminary event settlement shall be completed upon conclusion of the Event after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages.

sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 business days after the close of the Event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services outside of the standard set-up for the Event (see technical rider), such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies at the written request of LICENSEE, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

6. **TICKET PRICES - CONFIGURATION**

A. Ticket prices:

\$153.50

\$88.50

\$53.50

\$28.50

The \$3.50 facility fee, which the LICENSOR will be entitled to retain, is included in the ticket prices above.

Net Capacity per show – (TBD)

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

7. **SUITES**

A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the 28 luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

B. Suite 121 shall be allocated to the LICENSEE.

C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

8. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

9. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel the Event or play another venue with "Stars on Ice" in Northern New Jersey in 2011 covered under this Agreement unless such cancellation is due to an Event of Force Majeure (as defined in paragraph 44 below) or a breach of this Agreement by LICENSOR, ~~one hundred thousand dollars (\$100,000.00) shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all out-of-pocket, verifiable expenses incurred by LICENSOR in connection with the Event.~~

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10. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has valid, properly executed and compatible contracts with the performers whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Smucker's Stars on Ice

b. Production of the participants in the Event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

11. **EVENT ADVERTISING**

LICENSOR shall provide for an advertising and publicity campaign for the Event and such advertising and publicity campaign shall be at a mutually agreeable schedule between LICENSOR and LICENSEE. LICENSEE has agreed to a maximum of Eighty Thousand Dollars (\$80,000.00) towards the advertising and publicity campaign for the Event and has agreed to split this expense 60% LICENSEE / 40% LICENSOR. There shall not be included in the aforesaid ~~minimum~~ advertising budget any expenditures for the salaries or fees of persons employed or retained by LICENSOR in connection with such advertising and publicity campaign. ~~Notwithstanding the above, LICENSOR shall charge and outside agency commission of 4.5% for all advertising placed through the ARENA marketing department.~~

LICENSEE shall make available for purchase by LICENSOR, at LICENSEE'S cost, mailing pieces, posters, flyers and television tapes suitable for advertising the Event.

12. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents or its contractors, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

13. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that LICENSEE'S employees, contractors and agents shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA (such rules for the ARENA's union trades can be provided to LICENSEE oral or written), and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

14. **LICENSES AND PERMITS**

Unless otherwise noted in this Agreement, LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand. LICENSOR will advise LICENSEE if any licenses or permits are required for the operation of the ARENA. LICENSEE shall be responsible for any applicable licenses or permits for the presentation of the Event.

15. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

16. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

17. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR. See attached addendum.

18. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

19. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or

similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this Agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR. See attached addendum.

The merchandise deal: 70/30 with taxes and credit cards off the top and 85/15 on CD's and DVD's only. SEE THE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

20. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date. See attached addendum.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

21. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege. See attached addendum.

22. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of

use of any such materials described above. Notwithstanding the above, LICENSOR shall be responsible for the payment of ASCAP/BMI/SESAC Music Licensing Fees only.

23. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. By signing this Agreement below, LICENSOR hereby approves of the performance so long as the content of the performance(s) is/are consistent with past practice for Smucker's Stars on Ice performances.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 9 above.

24. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

25. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building (See attached addendum). All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

26. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

27. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies

provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

28. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

29. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time, unless such loss or damage is caused by the negligent acts or omissions or willful misconduct of LICENSOR, its employees or agents. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement, unless such loss or damage is caused by the negligent acts or omissions or willful misconduct of LICENSOR, its employees or agents. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit unless such loss or damage is caused by the negligent acts or omissions or willful misconduct of LICENSOR, its employees or agents, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

30. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

31. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. See attached addendum. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents or employees, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original

condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all of LICENSEE'S employees, contractors or agents or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

32. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. See attached addendum. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

33. **PERMANENT ARENA ADVERTISING**

All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

34. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

35. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right, acting reasonably, to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

36. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

April 2, 2011 – 6:30 PM

37. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

38. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety, provided that such announcements are not for other ice shows or events with sponsors in conflict with Smucker's (except for LED upcoming events signage). LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

39. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 8 above.

40. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

41. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

42. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

43. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

44. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party (hereinafter referred to an "Event of Force Majeure") or which such party is unable to avoid by exercise of due diligence, such affected party shall have no obligation or liability whatsoever to the other party as a result thereof.

45. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event. By signing this Agreement below, LICENSOR hereby approves of the performance so long as the content of the performance(s) is/are consistent with past practice for Smucker's Stars on Ice performances.

46. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

47. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

48. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest within the reasonable discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

49. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

50. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

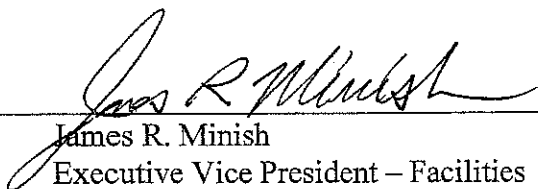
51. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall use its reasonable efforts to similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

52. **EVENT EXCLUSIVITY**

During the term of this Agreement, LICENSEE will limit their engagements at venues located within a thirty (30) mile radius of the ARENA, to one performance only in each venue, however LICENSEE will not schedule another engagement in another venue located within a thirty (30) mile radius of the ARENA in the State of New Jersey. In consideration of this, the LICENSOR will not book any other figure skating attraction and/or event with the exception of multiple performance family shows such as Disney on Ice.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

INTERNATIONAL MERCHANDISING CORPORATION

By 
Byron Allen

ADDENDUM

**IZOD Center
East Rutherford, NJ
Saturday, April 2, 2011**

Show time is 7:30 p.m. Doors open at 6:30 p.m. LICENSEE will have access to the ARENA from 6:00 a.m. on the show day until 2:00 a.m. the day after the show.

Ticket prices are \$153.50, \$88.50, \$53.50, and \$28.50 (incl. \$3.50 facility fee). The public on-sale date is Saturday, December 4, 2010.

LICENSEE will have the right to 1,000 complimentary tickets. The value of all complimentary tickets will not be included in computing gross receipts. See ticket rider for further requirements.

Rental Fees:

Ice, zamboni, and zamboni driver are included in the rental fees. Minimum ice dimensions are 69' x 168'. The minimum ice thickness is 1.5 inches (this is very important for the skaters' safety). See technical rider for further ice requirements.

Parking for three 45' tour buses and two tractor-trailers, and the use of LICENSOR-owned equipment required by production (incl. laundry facilities), as available, are included in the rental fees.

Sponsor Requirements:

The Title Sponsor of the Event is Smucker's. LICENSOR warrants that it will not permit the name or logo of any conflicting/competing sponsor (fruit spread or peanut butter product) to appear in connection with the advertising or ticket sales for the Event, nor allow same to appear in the ice or on signage at the ARENA.

LICENSOR will make available to Smucker's prime booth space within the main concourse for display purposes. LICENSOR will allow Smucker's to hand out product samples to patrons upon their exit from the ARENA.

LICENSOR will include the complete title of the Event including presenting sponsor (i.e. "Smucker's Stars on Ice presented by XYZ Corporation") on the marquee or on other outdoor signage.

LICENSEE will have the right to display video boards in the ARENA, specifically, four LED panels at ice level. These signs will display the sponsors of the Smucker's Stars on Ice Tour (the "Tour") – Smucker's, Jif, Crisco, and others to be determined. LICENSEE will also have the right to make periodic public address announcements.

LICENSEE will have the right to run a tape promoting the Boys & Girls Clubs of America (the "Official Tour Charity") before and at the intermission of the Event. LICENSOR will notify LICENSEE in writing of any charges related to this.

Marketing:

LICENSEE shall approve in advance all marketing expenses incurred and marketing materials created by LICENSOR. All advertising placed by LICENSOR will include the complete title of the Event. Affidavits, tear sheets, and invoices are required at settlement for advertising reimbursement.

LICENSOR will send a minimum of two e-mail blasts at no charge to its list of past patrons, season ticket holders and suite holders to promote ticket sales for the Event. The first is a pre-sale announcement to the entire list, and the second a reminder 30 days prior to the show.

Group Sales:

LICENSEE retains the services of LICENSOR as the exclusive group sales representative for the Event. LICENSOR agrees to conduct an extensive group sales campaign for LICENSEE in accordance with the procedures listed below.

LICENSEE agrees to provide LICENSOR with photos, bios, logos, press releases and full-color flyers which LICENSOR will have imprinted with local information and mailed to groups in the area.

LICENSOR agrees to prepare an estimated budget of all Group Ticket Sales related expenses and submit it to LICENSEE for approval prior to starting the sales campaign. LICENSOR will not be reimbursed for any expenses not approved in advance by LICENSEE and for which appropriate documentation (invoices, receipts) is not submitted to LICENSEE. LICENSEE agrees to consult with the box office and LICENSOR regarding the quantity and location of Group Ticket Sales seats when the ticket orders are placed.

All printed materials must first be approved by LICENSEE. LICENSOR will not be reimbursed for any printed materials that have not been approved in advance by LICENSEE.

A "Group Ticket Sale" consists of a minimum of ten (10) tickets sold by LICENSOR to one group for the Event.

Group Ticket Sales will be at a \$10 discount per ticket ordered on all prices except the top price. On-ice seats are not available for Group Ticket Sales, and a commission will not be paid on the sales of these seats. LICENSOR agrees to cease all Group Ticket Sales activity five (5) days prior to the Event, and all unsold Group Ticket Sales seats will be released for general ticket sales at that time. All monies collected by LICENSOR must be submitted to the box office no later than three (3) days prior to the Event.

LICENSOR agrees to submit to LICENSEE a legible list of all processed Group Ticket Sales orders. LICENSOR agrees to record all Group Ticket Sales on specific order forms. All such

sales are subject to final audit by the facility box office and LICENSEE the day of the Event, such audit to be based on the information recorded on the order forms. All forms will include the organization, address, telephone number, contact name, and final number of tickets purchased.

Novelties and Merchandise:

LICENSEE will be permitted to sell programs, Tour clothing, magnets, totes, mugs, pins, and plush, and will use LICENSOR's agents. The merchandising split which is calculated on gross sales of these items less the deduction of any sales taxes and credit card commissions will be 70% to LICENSEE and 30% to LICENSOR. LICENSOR will pay the vendors from its share of the merchandising split.

LICENSEE will also be permitted to sell Tour-licensed and royalty-based merchandise, including, but not limited to videos, compact discs, photos, books, etc. The merchandising split which is calculated on gross sales of these items less the deduction of any sales taxes will be 85% to LICENSEE and 15% to LICENSOR. LICENSOR will pay the vendors from its share of the merchandising split.

Final payment for program and novelty sales will be paid to LICENSEE within three business days of the Event. Payment should be made to International Merchandising Corporation, 767 Fifth Avenue, 45th Floor, New York, NY 10153.

LICENSEE retains the rights to all radio and television broadcasts and warrants that no same day coverage will be broadcast within a 120-mile radius of the venue.

LICENSOR will not hold an ice show or competition within the 45-day period prior to and the 30-day period following the Event.

LICENSOR will not release ticket sales figures to outside organizations unless requested to in writing by LICENSEE. This includes all trade publications and services.

The Tour donates \$.50 from the sale of each ticket to the Official Tour Charity. The total of this donation will be deducted from gross ticket sales before computing any taxes or rental percentage calculations.

All customer lists for ticket selling are the property of LICENSEE and may not be given to any third party without the consent of LICENSEE. Copies of all customer lists will be given to LICENSEE immediately following the Event.

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of March, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Teen Mania Ministries, Inc., P.O. Box 2000, Garden Valley, TX 75771 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. It is understood and agreed that this permit of occupancy of the ARENA does not extend to the portion of the ARENA specifically dedicated to the use of the New Jersey Nets. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Acquire the Fire

Dates & Times:	April 7, 2011 – Load In
	April 8, 2011 – 7:00 PM – 10:00 PM
	April 9, 2011 – 9:00 AM – 10:00 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 7:00 a.m. on the 7th day of April, 2011 and to the 10th day of April, 2011 at 3:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$85,000 plus expenses.

Payment schedule for rent and expenses by LICENSEE to LICENSOR shall be as follows:

- \$ 15,000 non-refundable deposit due by January 10, 2011

- \$225,000 deposit due by March 21, 2011

(\$85k rent plus \$155,000 in estimated expenses = \$240,000 – estimated expenses include \$5,000 Aramark merchandise buyout)

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will also be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 45 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants,

maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by the LICENSOR.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.

d. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

e. Suite 121 shall be allocated to the LICENSEE.

f. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

g. The LICENSOR shall be allocated 25 complimentary tickets per show.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

TBD

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at

public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: ARAMARK has agreed to a \$5,000 merchandise buyout for the Event. LICENSEE shall pay the \$5,000 merchandise buyout to LICENSOR and LICENSOR will remit such payment to ARAMARK.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred

by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be

made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR or its designee, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR or its designee.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of

proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing

such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at the following times:

- April 8, 2011 – 6:00 PM
- April 9, 2011 – 8:00 AM

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which either party is unable to avoid by exercise of due diligence, neither party shall have any obligation or liability whatsoever to the other as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. LICENSOR shall notify LICENSEE (oral or written) of any work or services being performed that are unsatisfactory and LICENSOR shall give LICENSEE reasonable time to cure said items. Should LICENSEE fail to cure said items, LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought in regard to this Agreement must be filed in the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

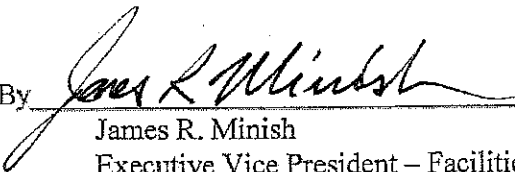
48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

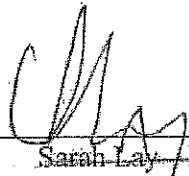
49. **CONFIDENTIALITY**

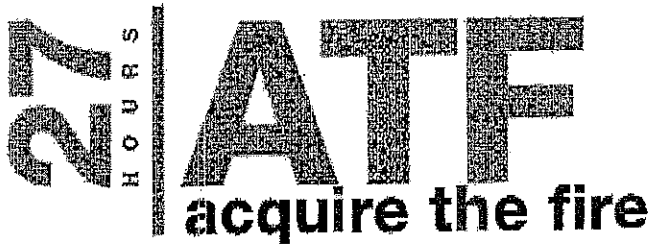
The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish
Executive Vice President – Facilities

TEEN MANIA MINISTRIES, INC.

By  _____
~~Sarah Lay - Booking Manager~~
Chris Lay - Director of Operations



Teen Mania Ministries, Inc. Addendum "A"

1. Acquire the Fire is the recognized name of the event, and should be used in any advertising, or event schedule from the venue. Teen Mania Ministries, Inc. is the legal named Licensee, but not the event name. In any advertising from the venue, attendees can pre-register by calling 1-800-329-FIRE.
2. Any notices, demands, statements, or documents are required to be sent to the Acquire the Fire scheduling coordinator Sarah Lay 22392 FM 16 W Garden Valley, TX, 75771, via email at sarah.lay@teenmania.org, or faxed to 903-324-8105.
3. Licensee's registrations shall not be regarded as "tickets" or "ticketing" for the purpose of this agreement.
4. Licensee shall have full rights to perform altar calls/call downs according to its specifications.
5. Licensee requires for concessions to not interfere with the altar calls during our event. Concessions have the option of operating Friday evening from 5:45pm-7:00pm, on Saturday from 8:00am-9:00am, Saturday Lunch from 11:45am-1:45pm, and Saturday dinner from 4:45 pm-7:00pm. Any changes in these times must be agreed upon with our event managers on site. No concessions shall be sold on the arena floor. ***
- 6.
7. Licensee shall have the right to set up merchandise sites in agreed upon locations and sell non-food related merchandise for a buyout fee of \$5,000.
8. Suite Box occupants must purchase a registration to the event. ***
9. Licensee will have at its disposal all available, venue owned chairs, tables, bike rack/barricades, pipe & drape, and staging necessary for the event, within reason. Any items needing to be rented from an outside vendor will be paid for by ATF. ***
10. Licensee shall have the right to take offerings during the event and retain 100% of the amount collected.
11. Licensee reserves the right to display signs regarding general admission and breakout area directions. ***
12. Licensee has the right to use volunteers.
13. All staffing requirements must be discussed with ATF's Event Manager in advance.
14. Licensee staff and production vehicles will be given 20 parking passes for the duration of the event, move in and move out times; Production trucks will not be charged for parking.
15. Licensee may broadcast closed circuit television to another Acquire the Fire gathering at no additional charges. ***
16. Acquire The Fire requires breakout spaces as part of their event. Details for breakouts will be arranged with the Event Manager of that event. Please contact Sarah if these arrangements have not been finalized. ***
17. Licensee shall have the rights to the contracted facilities for the following hours: Thursday (Load in) 7am-10pm; Friday (event day) 7am-12midnight; Saturday (event day and move out) 7am until 3am Sunday morning. Licensee is allowed to move out until Sunday at 3 am, for no additional charge. The public will vacate facility by midnight each night and Licensor staff may clean up Sunday morning as Licensee finishes move out.

*** denotes reference to Addendum "D" attached hereto

New Jersey Sports & Exposition Authority
 IZOD Center
 East Rutherford, NJ
 Licensor

Teen Mania Ministries
 Garden Valley, TX
 Licensee

By: [Signature]
 Date: March 8, 2011

By: [Signature]
 Date: 3/25/11

Teen Mania Ministries, Inc. Addendum "B"

Acquire the Fire Volunteer Outline

Our volunteer team is made up of adults who are assigned a job in one of three areas:

Merchandise: These people work behind our tables, selling our shirts, books, CD's and novelties. The tables are only open during our breaks, these volunteers are able to sit in on our sessions. We do have at least one person remain at each table during the sessions to send wandering attendees back to their seats and to watch over the table.

Door Team: These people help us as at the doors as greeters, even pass/wristband checkers, manual passers, and general human speed bumps to keep the kids from running as they come in. They also help throughout the weekend with the people flow in the concourse of each of our 2 breakout areas/rooms, mainly directing attendees where to go during the movement times.

Ushers: These hard workers are assigned to the inside of the arena. They are placed at an average of 1 per 10 rows of seats in each aisle. Their main goal is to: stop any running in the aisles, pass out materials to all attendees at different times during the weekend, and receive our two offerings.

All of our volunteers are given a vest (red or black) that has our logo and "Here to Serve!" written on the back. Also, they are all trained Friday afternoon for the jobs they will help us with for the duration of the event.

For an average event, we recruit approximately 2% the number of attendees to be volunteers (50-150).

* * *

* * * - denotes reference to Addendum "D" attached here to

Teen Mania Ministries, Inc. Addendum "C"**Acquire the Fire Insurance Outline**

Acquire the Fire Event Insurance Coverage Outline		
Type of Coverage	Limit Requested	Teen Mania's Coverage Amount
General Liability	General Aggregate	5,000,000
	Products Aggregate	2,000,000
	Personal & Advertising	1,000,000
	Each Occurrence	1,000,000
	Fire Damage	300,000
	Medical Expense	5,000
	Occurrence Form?	Yes
Automobile Liability	Combined Single Limit	1,000,000
Workers' Compensation	Each Accident	1,000,000
	Each Disease	1,000,000
	Disease- Per Employee	1,000,000

"Addendum D"

Sarah---

As done in 2008, 2009 & 2010, I noted our points of concern for your Addendum A & B that you have attached to the venue agreement. I will attach this sheet and make it Addendum D like has been done for the 2008, 2009 & 2010 events.

If there is something we need to discuss please let me know.

Sincerely,

Ryan

POINT 5 - Aramark's workers are also union. They will stay open during all event time and cooperate with your altar calls. This is what we did for the 2008, 2009 & 2010 events.

POINT 8 - Our suites are sold on an annual basis and their tickets to all events are complimentary

POINT 9 - Any additional items that we can't provide will need to be rented by ATF.

POINT 11 - Signage locations will be mutually agreed upon and no signage can cover any existing venue signage. The signage locations cannot pose a safety risk.

POINT 15 - There may be additional stagehand labor charges for recording/televising the events. There is no longer a stagehand bonus, however there may be applicable labor charges for such recordings.

POINT 16 - The breakout rooms will be in mutually agreeable locations.

Addendum B - We have no problem with you using volunteers, but we ask that they be referred to as "volunteers".

We ask that their shirts not say "event staff", but remain as "volunteer". This will assist us with letting our admissions and security unions know that they are all "volunteers".

Again if you have any questions, please let me know.

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of February, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as LICENSOR, and Berkeley College, 3 East 43rd Street, New York, NY 10017, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Berkeley College Commencement Exercises
The Theater at IZOD Center
Date: Friday, April 29, 2011
Event Time: 9:00 AM – 1:00 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00am on the 29th day of April, 2011 and to the 29th day of April, 2011 at 1:00pm, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$10,000.

A non-refundable deposit of \$10,000 is due upon contract signing but no later than Wednesday March 30, 2011.

A \$25,000 deposit against expenses is due by Friday, April 8, 2011.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) and 1(e) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Berkeley College Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE. LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is

hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for the event at 8:00 AM.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

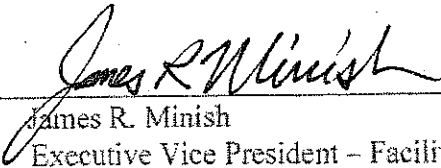
45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

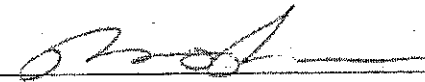
46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

BERKELEY COLLEGE

BY 
Dr. Thomas L. Thomas
VP, Student Development – Campus Life

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of April, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Rammstein Concert

Date: May 5, 2011

Time: 8:00 pm – 11:00 pm

Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 4:00 a.m. on the 5th day of May, 2011 and to the 6th day of May, 2011 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all applicable rights, and agreements required for the presentation of the event.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$70,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during

settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts or collected revenues up to the amount of sums necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses may include a mutually agreed upon contingency pending satisfactory monetary resolution for any such building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE and shall be further subject to the provisions contained in Section 28 of this Agreement. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public, which shall be reasonably based on the nature of the Event and the anticipated attendance. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than a force majeure occurrence or a breach of this Agreement by LICENSOR, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement that are unable to be mitigated after LICENSOR'S reasonable efforts to do so.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract or a confirmed offer in accordance with industry custom with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Rammstein

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring LICENSEE'S operations in connection with the event contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to the specific performers. The LICENSEE shall list the LICENSOR as an additional insured as respects the liabilities assumed herein by LICENSEE on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or knowingly permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

Subject to the provisions of Section 28, if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to the condition as received by LICENSEE at load-in, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

As between LICENSEE and LICENSOR, LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE (other than LICENSOR or its employees, agents or contractors). LICENSEE may or may not insure the obligation in Section 28 for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR in advance of the event. In the event of a cancellation of LICENSEE'S insurance or any major change in coverage, notice thereof shall be provided to LICENSOR in accordance with LICENSEE'S policy provisions.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the reasonable rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will promptly desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space in connection with the presentation of the Event (as opposed to the day-to-day operation of the Arena) as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of any act, omission, breach or negligence of the LICENSEE (or its employees, agents or contractors) in connection with the Event or any operations of LICENSEE otherwise contemplated by this Agreement. This obligation includes reasonable, outside attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision shall not extend to any claims arising from (a) the sole negligence or willful misconduct of the LICENSOR, or its employees, agents or contractors or (b) structural or premises-related defects of the Arena.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts of LICENSEE for all unpaid license fees, reimbursable expenses and taxes, only up to the amount of sums due by LICENSEE for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it reasonably necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA (provided it is safe to do so) or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE (or the artist) shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, who shall provide for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards taken off the top and 90/10 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the

license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the live performance of copyrighted music used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of the live performance of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement (but not the artistic content thereof) and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above. LICENSOR acknowledges and agrees that it is generally aware of the content of the Event as contemplated herein and that it does not violate any of the provisions contained in this section.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse by LICENSEE of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premises for business purposes upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with a number of credential passes for key working personnel as determined by LICENSEE (in conjunction with the tour).

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to any property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement, except to the extent such claims arise out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, except to the extent any such loss, injury or damage arises out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. Any watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice to LICENSEE, and a reasonable opportunity for LICENSEE to remove same, dispose of said property as it may see fit,

whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will reimburse LICENSOR any actual and documented sums as shall be necessary to restore said premises to their same condition as received by LICENSEE at load-in of the Event, ordinary wear and tear excepted. LICENSEE'S liability for damage of the nature described in this section shall be subject to LICENSOR providing LICENSEE with notice of and an opportunity to inspect same within 48 hours following the end of the Event. LICENSEE shall not be liable for any pre-existing conditions or damage caused by the LICENSOR, or its employees, agents or contractors. LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence beyond the reasonable control of either party shall render the fulfillment of this lease by either party impossible or impracticable, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall be refunded any deposits paid prior to such termination and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate

the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity, or reschedule, without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity or reschedule, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR, provided, however, that LICENSEE is in agreement with the determination of the rental fee adjustment.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right, except to the extent such damages arise out of the gross negligence or willful misconduct of LICENSOR, or its officers, employees, agents or contractors.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public. Notwithstanding the foregoing, LICENSOR acknowledges that LICENSEE generally maintains a "no refunds" policy, and LICENSOR shall make reasonable efforts to consult with LICENSEE prior to issuing such refunds if practicable.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements within a mutually agreed upon time prior to the start of the Event and further provided that such announcement(s) do not unreasonably interfere with LICENSEE'S Event, which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit

the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any material covenant or agreement therein contained, and LICENSEE fails to cure same within a reasonable period of time following notice thereof from LICENSOR, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which either party is unable to avoid by exercise of due diligence, that party shall have no obligation or liability whatsoever to the other party as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and reasonable discretion, it deems the action(s) of LICENSEE or its agents to (i) place the patrons or LICENSOR or its employees, agents, or contractors in an unsafe situation; or (ii) the performance has been altered from the typical content of the Event, in such a manner as to be considered

inappropriate. For the avoidance of doubt, the provisions of this Section 42 shall expressly be subject to the cure period referenced in Section 39.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the reasonable discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager except those matters resulting in an increase of LICENSEE'S assumption of liability hereunder.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

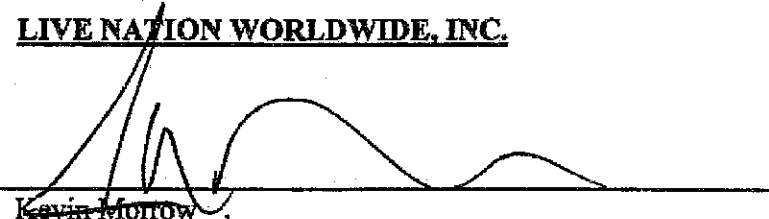
49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analysis and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish - Executive Vice President Facilities

LIVE NATION WORLDWIDE, INC.

By 
~~Kevin Morrow~~
Jason Miller

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
PL 1	\$ 89.50
PL 2	\$ 75.00
PL 3	\$ 59.50
PL 4	\$ 39.50

The ticket price includes a \$3.50 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to all luxury suites in the ARENA. The tickets in all luxury suites allocated to the IZOD Center/NJSEA or leased on an annual basis are complimentary. All other luxury suites shall be available for purchase through the IZOD Center for which the sale of each ticket shall be included in the overall gross.

1) Suite 121 shall be allocated to the LICENSEE.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

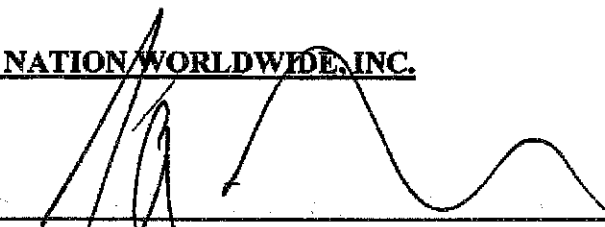
LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

LICENSEE: As determined by LICENSEE

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish – Executive Vice President Facilities

LIVE NATION WORLDWIDE, INC.

By 
~~Kevin Morrow~~
Jason Miller

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as AUTHORITY, and New Jersey City University, 2039 Kennedy Blvd., Jersey City, New Jersey 07305 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

New Jersey City University Commencement

Date: Wednesday, May 11, 2011

Time: 9:30am – 1:00pm

Event Length: 3.5 hours

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 11th day of May, 2011 and to the 11th day of May, 2011 at 1:00p.m, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE shall pay to the AUTHORITY the sum of \$20,000 as a License Fee for the Event. LICENSEE shall also reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the Event, which is the subject of this Agreement.

The License Fee shall be paid under the following payment schedule:

- A non-refundable deposit of \$20,000 is due upon contract signing but no later than Wednesday April 6, 2011.
- \$25,000 deposit against expenses due by Friday, April 22, 2011.
- Final settlement within 30 days of event.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to LICENSEE.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

This paragraph is purposely left blank

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

New Jersey City University Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

8. **INSURANCE**

See Attachment "A"

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or

upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

12. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising

such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE, agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

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In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

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AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

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Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

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The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

25 **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no

responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the

requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

31. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

32. **OPENING HOURS**

AUTHORITY agrees to open doors for the event at 8:30am.

33. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

36. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its ARENA Manager.

45. **APPLICABLE LAW**

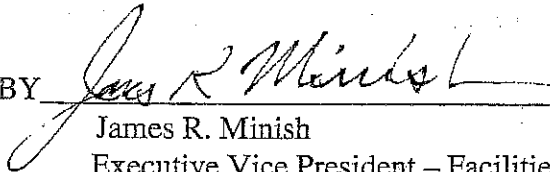
This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY


James R. Minish
Executive Vice President – Facilities

NEW JERSEY CITY UNIVERSITY

BY


Aaron Aska

Vice President for Administration and Finance

Attachment A

Any agreement signed on behalf of the State of New Jersey by a State official or employee shall be subject to all of the provisions of the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

The Act also creates a special self-insurance fund and provides for payment of claims against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the agreement should be referred for handling to the Attorney General, Division of Law, Claims Service Section, Richard J. Hughes Justice Complex, Trenton, New Jersey 08625.

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of April, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as AUTHORITY, and Seton Hall University, 400 South Orange Avenue, South Orange, New Jersey 07079 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Seton Hall University Commencement
Date: Monday, May 16, 2011
Time: 10:00am – 1:00pm
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 16th day of May, 2011 and to the 16th day of May, 2011 at 1:00p.m, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE shall pay to the AUTHORITY the sum of \$20,000 as a License Fee for the Event. LICENSEE shall also reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the Event, which is the subject of this Agreement.

The License Fee shall be paid under the following payment schedule:

-A non-refundable deposit of \$20,000 is due upon contract signing but no later than Wednesday April 6, 2011.

-\$30,000 deposit against expenses due by Friday, April 22, 2011.

-Final settlement within 30 days of event.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to LICENSEE.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

This paragraph is purposely left blank

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Seton Hall University Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The AUTHORITY shall be listed as additional insured under such policy.

AUTHORITY shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the AUTHORITY, which insures all operations of the AUTHORITY contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written

with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the AUTHORITY. The Licensee shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the participants or patrons, the LICENSEE will pay to AUTHORITY such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted.

Certificates of all such insurance shall be provided to the AUTHORITY not less than seven (7) days prior to each season. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the negligent acts or omissions of LICENSEE in connection with its responsibilities under this Agreement. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

Notwithstanding anything to the contrary, AUTHORITY agrees to defend, indemnify and hold harmless LICENSEE and its regents, trustees, officers and employees from and against any and all claims, liabilities and expenses, including but not limited to attorneys' fees, relating to personal injury or property damage, to the extent arising out of the sole negligent acts or omissions of AUTHORITY and/or its employees or agents in connection with their duties and responsibilities under this Agreement.

Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it that could result in a claim for indemnification above.

Both parties agree that in the event that indemnification is sought under this provision, the party seeking indemnification shall furnish the indemnifying party, upon request, all information and assistance available to the indemnified party for defense against any such claim, suit or demand.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or

violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or

instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for the event at 8:30am.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof. In light of the nature of such an event, the University should be refunded its prior payments.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its ARENA Manager.


46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

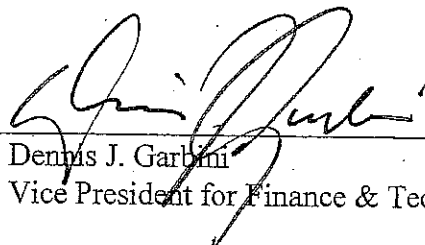
47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

SETON HALL UNIVERSITY

BY  4/26/11
Dennis J. Garbini
Vice President for Finance & Technology

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of February, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Fairleigh Dickinson University, 1000 River Road, H-DH3-04, Teaneck, New Jersey 07666-1914 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Fairleigh Dickinson University Commencement

Date: May 17, 2011

Time: 10:00am – 1:00pm

Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 17th day of May, 2011 and to the 17th day of May, 2011 at 1:00p.m, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the

purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than May 2, 2011.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

This paragraph is purposely left blank

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Fairleigh Dickinson University Commencement Exercises

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The AUTHORITY shall be listed as additional insured under such policy.

AUTHORITY shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the AUTHORITY, which insures all operations of the AUTHORITY contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the AUTHORITY. The Licensee shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to AUTHORITY such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY's premises.

Certificates of all such insurance shall be provided to the AUTHORITY not less than seven (7) days prior to each season. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S

property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to

require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the

termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full

responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 8:00am.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**


This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

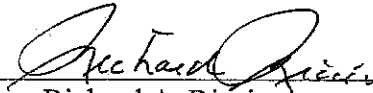
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY


James R. Minish
Executive Vice President – Facilities

FAIRLEIGH DICKINSON UNIVERSITY

BY


Richard A. Riccio
Vice President for Administration

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of February, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as AUTHORITY, and William Paterson University of New Jersey, 300 Pompton Road, Wayne, New Jersey 07470 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

William Paterson University of New Jersey Commencement
Date: Wednesday, May 18, 2011
Time: 10:00am – 1:00pm
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 18th day of May, 2011 and to the 18th day of May, 2011 at 1:00p.m, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE shall pay to the AUTHORITY the sum of \$20,000 as a License Fee for the Event. LICENSEE shall also reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the Event, which is the subject of this Agreement.

The License Fee shall be paid under the following payment schedule:

-A non-refundable deposit of \$20,000 is due upon contract signing but no later than Wednesday April 6, 2011. The deposit of \$20,000 was paid on September 23, 2010.

-\$30,000 deposit against expenses due by Friday, April 22, 2011.

-Final settlement within 30 days of event.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to LICENSEE.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

This paragraph is purposely left blank

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

William Paterson University of New Jersey Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The AUTHORITY shall be listed as additional insured under such policy.

AUTHORITY shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the AUTHORITY, which insures all operations of the AUTHORITY contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the AUTHORITY. The Licensee shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to AUTHORITY such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY's premises.

Certificates of all such insurance shall be provided to the AUTHORITY not less than seven (7) days prior to each season. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

LICENSEE shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or

nature, arising out of or in connection with any act or omission of LICENSEE, its employees, agents or contractors, in the performance of its obligations under this Agreement.

The AUTHORITY shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the AUTHORITY, its employees, agents or contractors, in the performance of its obligations under this agreement.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be

sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE

hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for the event at 8:30am.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in

LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all

other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its ARENA Manager.

46. **APPLICABLE LAW**


This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

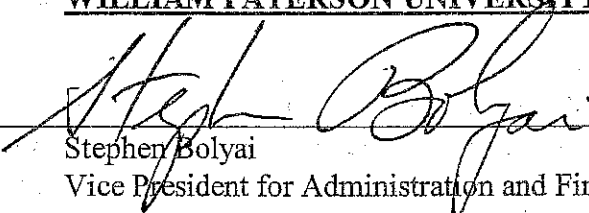
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY


James R. Minish
Executive Vice President – Facilities

WILLIAM PATERSON UNIVERSITY OF NEW JERSEY

BY


Stephen Bolyai
Vice President for Administration and Finance

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as AUTHORITY, and Bergen Community College, 400 Paramus Road, Paramus, NJ 07652, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Bergen Community College Commencement
Date: Thursday, May 19, 2011
Time: 10:00am - 1:00pm
Event Length: 3 hours

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 19th day of May, 2011 and to the 19th day of May, 2011 at 1:00p.m. for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE shall pay to the AUTHORITY the sum of \$20,000 as a License Fee for the Event. LICENSEE shall also reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the Event, which is the subject of this Agreement.

The License Fee shall be paid under the following payment schedule:

- A non-refundable deposit of \$10,000 is due upon contract signing but no later than Wednesday April 6, 2011.
- \$25,000 deposit against expenses due by Friday, April 22, 2011.
- Final settlement within 30 days of event.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to LICENSEE.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

This paragraph is purposely left blank

6. ADDITIONAL CHARGES

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. CANCELLATION BY LICENSEE

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. OBLIGATIONS OF THE LICENSEE

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Bergen Community College Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The AUTHORITY shall be listed as additional insured under such policy.

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AUTHORITY contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the AUTHORITY. The Licensee shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to AUTHORITY such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY's premises.

Certificates of all such insurance shall be provided to the AUTHORITY not less than seven (7) days prior to each season. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. COMPLIANCE WITH LAWS AND REGULATIONS

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. LICENSES AND PERMITS

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. INDEMNITY

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

17. BROADCAST RIGHTS

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. RECORDING

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. COPYRIGHTS

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. PERFORMANCE APPROVAL

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. UTILITY CONNECTIONS

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. ELECTRICITY

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. WATER

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

24. PARKING

Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

25. CREDENTIALS

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. LICENSEE PROPERTY

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days

notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. DEFACEMENT OF BUILDING

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. SIGNS AND POSTERS

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. ADVERTISING

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. OCCUPANCY INTERRUPTION

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment

of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for the event at 9:00am.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. NON-ASSIGNMENT

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. DEFAULT

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. CIVIL RIGHTS

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. FORCE MAJEURE

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. SEVERABLE AGREEMENT

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its ARENA Manager.

46. APPLICABLE LAW


This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY


James R. Minish
Executive Vice President - Facilities

BERGEN COMMUNITY COLLEGE

BY


Dr. G. Jeremiah Ryan
President

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of March 2011 by and between the New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer or ARENA Manager, hereinafter referred to as "AUTHORITY", and MONTCLAIR STATE UNIVERSITY, 1 Normal Avenue, Montclair, New Jersey 07043 hereinafter referred to as "PERMITTEE".

WITNESSETH

A. USE OF PREMISES:

1.a. ARENA: Under the terms and conditions herein, Authority grants PERMITTEE a non-assignable right to use and occupy such portions of the IZOD CENTER, hereinafter "ARENA", described as follows: the Main Arena, and all entryways, vestibules, concourses, seating areas, parking lots, roadways, and patron conveniences associated with maximum usage of the Main Arena. In addition, certain locker rooms and lounges will be designated from existing space for use by the commencement participants as wardrobe and changing rooms.

b. DESCRIPTION OF EVENT:

Montclair State University Commencement Exercises

Date: Friday, May 20, 2011

Time: 10:00am

2. TIME OF USE: Under this agreement, PERMITTEE is entitled to use and occupy those portions of ARENA described herein from 6:00 a.m. on the 20th day of May 2011 and terminating at 3:00 p.m. on the 20th day of May 2011.

Event Time is 10:00 a.m. Doors open at 8:30 a.m.

B. LICENSE FEE:

In consideration of this permit for occupancy and use of the Arena, PERMITTEE agrees to pay AUTHORITY the sum of \$20,000.00 (twenty thousand) payable on or before May 6, 2011. In addition, PERMITTEE shall reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the event, which is the subject of this Agreement.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to PERMITTEE.

TERMS AND CONDITIONS OF PERMIT

1. APPROVAL OF CONTRACTS

It is agreed that this contract will not be in force until it has been signed by both parties. In the event approval is denied, the deposit will be refunded to PERMITTEE.

2. CANCELLATION BY PERMITTEE

Should PERMITTEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full license fee guarantee as called for by this Agreement shall be payable by PERMITTEE to AUTHORITY as liquidated damages, not as penalty, and PERMITTEE agrees to also pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

3. **INSURANCE**

See Attachment "A"

4. **COMPLIANCE**

PERMITTEE agrees that every person connected with PERMITTEE'S use of said building shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the AUTHORITY for the government and management of said building, together with all rules and regulations of the Police and Fire departments of the City of East Rutherford, and, if the attention of said PERMITTEE is called to a violation on the part of PERMITTEE or any personnel employed by or admitted to said premises by said PERMITTEE, said PERMITTEE will immediately desist from and correct such violation.

5. **LICENSE AND PERMITS**

PERMITTEE agrees to pay promptly all taxes, excise or license fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and PERMITTEE agrees to provide evidence of same to AUTHORITY upon demand in a form and a time requested by the AUTHORITY.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section A.2 above, there shall be an additional charge to the PERMITTEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **DAMAGE TO PROPERTY OF PERMITTEE**

The AUTHORITY shall have no responsibility whatsoever for any damage to property of the PERMITTEE or its agents which is placed on the AUTHORITY'S site or facilities or parking lots.

8. **PUBLIC SAFETY**

PERMITTEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All areas of public access and assembly and all ways of access to public utilities shall be kept unobstructed by the PERMITTEE and shall not be used for any purpose other than ingress and egress to and from premises by the PERMITTEE, unless otherwise agreed to by the AUTHORITY.

9. **CONCESSIONS**

AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell librettos, flowers, refreshments, cigars, cigarettes, candies, sandwiches, beverages, periodicals,

and other merchandise, to conduct check rooms, and other privileges and PERMITTEE shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom. The PERMITTEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise specific to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise, provided however, the net proceeds of all such sales shall be included in, and considered part of, concession revenues. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

ARAMARK will not sell or dispense alcoholic beverages during the subject event. Notwithstanding the provisions of this paragraph, the PERMITTEE has the right to sell and distribute graduation caps and gowns to event participants and the Authority and ARAMARK waive any claim to revenues generated from the sale and distribution of said caps and gowns.

10. COPYRIGHTS

PERMITTEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event.

11. SERVICES PROVIDED

AUTHORITY will provide at PERMITTEE'S expense, heating/air conditioning, overhead lighting for ordinary use and use of the public address system. AUTHORITY will provide at the PERMITTEE'S expense one daily cleaning of all public spaces and between-show clean-up as possible for events with more than one performance on a single day. Available dressing rooms and offices will be provided at no cost to PERMITTEE.

12. UTILITY CONNECTIONS

Contracts for installations of cables, electricity, gas and plumbing shall be made by AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the AUTHORITY if completed at the request of an exhibitor. The costs incurred by the AUTHORITY for electrical, plumbing, cable or gas installations requested by the PERMITTEE shall be billed directly to the PERMITTEE who will be responsible for payment.

13. ELECTRICITY

In the event extra lights, such as spotlights, television lights, or other special lights or extraordinary electrical power shall be required by PERMITTEE, they shall be paid for by PERMITTEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found

will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. Such changes will be charged to the Exhibitor. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

14. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Any damage therein resulting from misuse of any nature or character whatever shall be paid for by the offending party.

15. **STAFFING-EXTRA HELP**

AUTHORITY shall secure, and PERMITTEE shall pay at the rates on AUTHORITY cost sheets at the time for the event all necessary staffing, including security. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection platform stands, staging, props and employee work on overtime resulting from such special service requests made by PERMITTEE will be considered reimbursable costs. These costs shall be considered reimbursable expenses to the AUTHORITY as enumerated in paragraphs 14, 15, and 16 hereof.

16. **PERMITTEE PROPERTY**

AUTHORITY will accept delivery of property addressed to PERMITTEE only as a service to PERMITTEE. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchman or other protective service desired by PERMITTEE must be arranged by specific agreement with the AUTHORITY. In the event that PERMITTEE shall leave any property on the premises after their termination of the engagement contracted from herein, AUTHORITY may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

17. **ARENA ACCESS**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

18. **DEFACEMENT OF BUILDING**

PERMITTEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall he make or allow to be made any alterations of any kind therein. That if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of PERMITTEE, the PERMITTEE, will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. PERMITTEE hereby

assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of PERMITTEE, or by or with the consent of PERMITTEE'S employees or any person acting for or on behalf of said PERMITTEE and said PERMITTEE agrees to have on hand at all times sufficient security to maintain order and protect persons and property as required by the AUTHORITY.

19. **SIGNS AND POSTERS**

PERMITTEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

20. **ADVERTISING**

PERMITTEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY are the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

21. **OCCUPANCY INTERRUPTION**

In the case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the PERMITTEE shall pay for said premises only up to the time of said terminating at the rate herein specified and the said PERMITTEE hereby waives any claim for damages or compensation due to such termination. PERMITTEE may, with the approval of the General Manager of the Arena, leave exhibits, equipment, or show material in the premises, but PERMITTEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the PERMITTEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation, and PERMITTEE hereby waives any claims for damages or compensation from AUTHORITY.

22. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to PERMITTEE for any damages that may be sustained by PERMITTEE through the exercise by AUTHORITY of such right.

23. **AGREEMENT TO QUIT PREMISES**

PERMITTEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave space in condition equal to that at commencement date of this Agreement,

ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the PERMITTEE liable for additional payment of rent as indicated in paragraph 6 above.

24. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in PERMITTEE'S employ shall not collect or interfere with the collection or custody of such articles.

25. **NON-ASSIGNMENT**

PERMITTEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

26. **DEFAULT**

PERMITTEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement herein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said PERMITTEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid.

27. **CIVIL RIGHTS**

PERMITTEE agrees not to discriminate against any patron employee or applicant for employment because of race, religion or national origin.

28. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either PARTY or which the affected PARTY is unable to avoid by exercise of due diligence, the PARTIES shall have no obligation or liability whatsoever to each other as a result thereof.

29. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) PERMITTEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the PERMITTEE notice of said termination in writing at any time prior to the commencement of the event. PERMITTEE shall have the right to cure any defect giving rise to the termination upon reasonable notice.

30. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

31. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the PERMITTEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the PERMITTEE.

32. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws governing the State of New Jersey.

33. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the PERMITTEE an agent or employee of the AUTHORITY.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

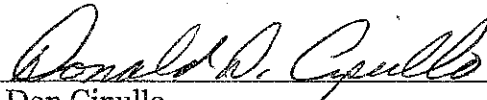
BY



James R. Minish
Executive Vice President – Facilities

MONTCLAIR STATE UNIVERSITY

BY



Don Cipullo
Vice President for Finance and Treasurer

Attachment A

Any agreement signed on behalf of the State of New Jersey by a State official or employee shall be subject to all of the provisions of the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

The Act also creates a special self-insurance fund and provides for payment of claims against the State of New Jersey or against its employees for which the State is obligated to indemnify

against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the agreement should be referred for handling to the Attorney General, Division of Law, Claims Service Section, Richard J. Hughes Justice Complex, Trenton, New Jersey 08625.

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of January, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as LICENSOR, and the University of Medicine and Dentistry of New Jersey, 65 Bergen Street, University Heights Newark, NJ 07107, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

UMDNJ Commencement Exercises

IZOD Center

Date: May 25, 2011

Event Time: 10:00 AM – 12:30 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 25th day of May, 2011 and to the 25th day of May, 2011 at 1:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than March 4, 2011.

A \$25,000 deposit against expenses is due by Friday, April 22, 2011.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) and 1(c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

University of Medicine & Dentistry of NJ Commencement Exercises

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

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8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and

omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. COMPLIANCE WITH LAWS AND REGULATIONS

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. LICENSES AND PERMITS

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. INDEMNITY

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; ~~and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests.~~ LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

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12. LIEN

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should

such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement.

Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. RECORDING

~~LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.~~

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18. COPYRIGHTS

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. ~~LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.~~

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19. PERFORMANCE APPROVAL

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. UTILITY CONNECTIONS

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. ELECTRICITY

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. WATER

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. PARKING

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. CREDENTIALS

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, ~~and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement.~~ LICENSOR assumes no responsibility whatsoever for any property placed in said building and ~~LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit,~~ and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice,

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dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. DEFACEMENT OF BUILDING

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. SIGNS AND POSTERS

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. ADVERTISING

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. OCCUPANCY INTERRUPTION

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment

of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 9:00 AM.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. NON-ASSIGNMENT

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. DEFAULT

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. CIVIL RIGHTS

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. FORCE MAJEURE

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

41. RIGHT TO CANCEL

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. SEVERABLE AGREEMENT

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY James R. Minish
James R. Minish
Executive Vice President - Facilities

UNIVERSITY OF MEDICINE & DENTISTRY OF NEW JERSEY

BY Denise Mulkern 1/20/11
Denise Mulkern Date
Sr. Vice President for
Finance

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of January, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as LICENSOR, and the University of Medicine and Dentistry of New Jersey, 65 Bergen Street, University Heights Newark, NJ 07107, hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

UMDNJ Commencement Exercises

IZOD Center

Date: May 25, 2011

Event Time: 10:00 AM – 12:30 PM

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 25th day of May, 2011 and to the 25th day of May, 2011 at 1:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than March 4, 2011.

A \$25,000 deposit against expenses is due by Friday, April 22, 2011.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) and 1(c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

University of Medicine & Dentistry of NJ Commencement Exercises

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

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8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and

omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; ~~and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests.~~ LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

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12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should

such unpaid charges remain unpaid ten days after termination of this Agreement, LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement.

Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. RECORDING

~~LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.~~

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18. COPYRIGHTS

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. ~~LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.~~

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19. PERFORMANCE APPROVAL

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. UTILITY CONNECTIONS

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. ELECTRICITY

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. WATER

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. PARKING

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. CREDENTIALS

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, ~~and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement.~~ LICENSOR assumes no responsibility whatsoever for any property placed in said building and ~~LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit,~~ and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice,

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dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. EXHIBIT ENTRANCE

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. DEFACEMENT OF BUILDING

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. SIGNS AND POSTERS

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. ADVERTISING

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. OCCUPANCY INTERRUPTION

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment

of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 9:00 AM.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. RELATIONSHIP


The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. ARENA NAME

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

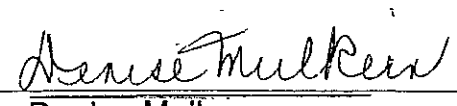
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY


James R. Minish
Executive Vice President - Facilities

UNIVERSITY OF MEDICINE & DENTISTRY OF NEW JERSEY

BY


Denise Mulkern
Sr. Vice President for
Finance

1/20/11
Date

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of January, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as LICENSOR, and Yeshiva University of 1300 Morris Park Avenue, Bronx, NY 10461 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Yeshiva Commencement Exercises

IZOD Center

Date: May 26, 2011

Event Time: 10:00 AM – 12:30 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 26th day of May, 2011 and to the 26th day of May, 2011 at 1:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than March 4, 2011.

A \$25,000 deposit against expenses is due by Friday, April 22, 2011.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) and 1(c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Yeshiva University Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

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8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement,

LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to

require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or

otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons

of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 9:00 AM.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment; failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY _____
James R. Minish
Executive Vice President – Facilities

YESHIVA UNIVERSITY

BY _____

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of January, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as LICENSOR, and Yeshiva University of 1300 Morris Park Avenue, Bronx, NY 10461 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Yeshiva Commencement Exercises
IZOD Center
Date: May 26, 2011
Event Time: 10:00 AM – 12:30 PM

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 26th day of May, 2011 and to the 26th day of May, 2011 at 1:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event). LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$20,000.

A non-refundable deposit of \$20,000 is due upon contract signing but no later than March 4, 2011.

A \$25,000 deposit against expenses is due by Friday, April 22, 2011.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in sections 1(b) and 1(c) above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

6. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Yeshiva University Commencement Exercises

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The LICENSOR shall be listed as additional insured under such policy.

LICENSOR shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the LICENSOR, which insures all operations of the LICENSOR contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the LICENSOR. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to LICENSOR such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises.

Certificates of all such insurance shall be provided to the LICENSOR not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

12. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement,

LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal is 70/30 with taxes and credit card commission taken off the top.

16. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to

require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatsoever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by LICENSOR. Parking fee for this event will be free. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or

otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agents, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons

of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for event at 9:00 AM.

33. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 5 above.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY _____

James R. Minish
Executive Vice President – Facilities

YESHIVA UNIVERSITY

BY _____

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of April, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Viva Entertainment at 1106 W Lawrence Avenue, Chicago, IL 60640 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Event: *Camilo Sesto Concert*
IZOD Center
Date: June 4, 2011
Time: 8:00 pm – 12:00 am
Event Length: 4 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 4:00 a.m. on the 4th day of June, 2011 and to the 5th day of June, 2011 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR as follows:

\$65,000 plus stagehands for 0-8,000 tickets distributed

\$75,000 plus stagehands for 8,001 and above tickets distributed

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

A non-refundable deposit of \$20,000 is due upon contract signing, but no later than April 13, 2011.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event,

operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Camilo Sesto
Angela Carrasco
Jose Jose*

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement,

LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards taken off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the

license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical

contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

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LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The

proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing

such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00 pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

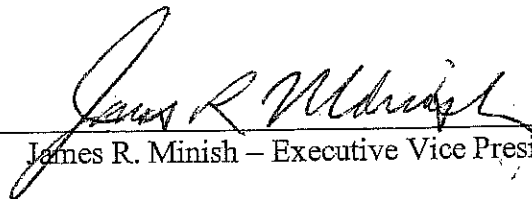
The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analysis and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

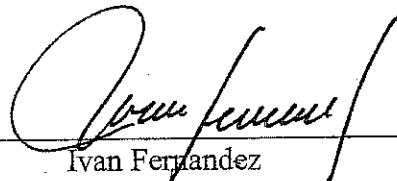
By



James R. Minish – Executive Vice President Facilities

VIVA ENTERTAINMENT

By



Ivan Fernandez

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
PL 1	\$152.50
PL 2	\$112.50
PL 3	\$ 92.50
PL 4	\$ 82.50
PL 5	\$ 72.50

The ticket price includes a \$3.50 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to 40 tickets per show.

2. **SUITE REVENUE DISTRIBUTION**

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to all luxury suites in the ARENA. The tickets in all luxury suites allocated to the IZOD Center/NJSEA or leased on an annual basis are complimentary. All other luxury suites shall be available for purchase through the IZOD Center for which the sale of each ticket shall be included in the overall gross.
- B. Suite 121 shall be allocated to the LICENSEE.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

- LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.
LICENSEE: 1,200 tickets shall be allocated to the LICENSEE per show.
Should the LICENSEE distribute in excess of 1,200 complimentary tickets the LICENSOR shall be due \$3.50, payable by the LICENSEE for each complimentary ticket in excess thereof.

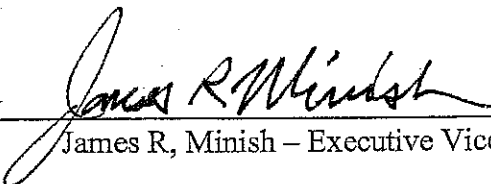
4. **CONSIGNMENT TICKETS**

A. Consignment Tickets - Prior to the event going on sale, LICENSEE shall deliver to AUTHORITY an unconditional, irrevocable standby letter of credit (the "Letter of Credit") in a form issued by an approved American financial institution acceptable to AUTHORITY, naming AUTHORITY, as beneficiary or alternatively, at LICENSEE'S election, a Cash Deposit, which Letter of Credit or Cash Deposit shall be in the amount equal to the value of the number of tickets taken on consignment. For clarity, should LICENSEE take \$50,000 of tickets on consignment, LICENSEE shall deliver a Letter of Credit or Cash Advance in the amount of \$50,000 prior to receiving any consignment tickets. This process shall be applicable to the total amount of tickets taken on consignment by LICENSEE.

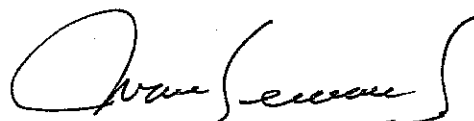
By its own terms, the letter of credit posted shall expire only upon the earlier of:

- 1) Notification by Authority – to the issuer of the Letter of Credit that Authority has been paid and / or received any unsold tickets taken by consignment and credited back to the box office statement.
- 2) Ninety (90) days after the event

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R, Minish – Executive Vice President Facilities

VIVA ENTERTAINMENT.

By 
Ivan Fernandez

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of February, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as AUTHORITY, and Ross University, 630 US Highway 1, North Brunswick, New Jersey 08902 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Ross University Commencement
Date: Friday, June 10, 2011
Time: 10:00am – 1:00pm
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 6:00 a.m. on the 10th day of June, 2011 and to the 10th day of June, 2011 at 1:00p.m, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE shall pay to the AUTHORITY the sum of \$20,000 as a License Fee for the Event. LICENSEE shall also reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the Event, which is the subject of this Agreement.

The License Fee shall be paid under the following payment schedule:

- A non-refundable deposit of \$20,000 is due upon contract signing but no later than Wednesday April 6, 2011.
- \$30,000 deposit against expenses due by Friday, April 22, 2011.
- Final settlement within 30 days of event.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to LICENSEE.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

This paragraph is purposely left blank

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Ross University Commencement Exercises

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The AUTHORITY shall be listed as additional insured under such policy.

AUTHORITY shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the AUTHORITY, which insures all operations of the AUTHORITY contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the AUTHORITY. The Licensee shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to AUTHORITY such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY's premises.

Certificates of all such insurance shall be provided to the AUTHORITY not less than seven (7) days prior to each season. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any

(w)

part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising

such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or

costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for the event at 9:00am.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its ARENA Manager.


46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

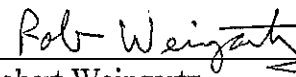
47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President – Facilities

ROSS UNIVERSITY

BY 
Robert Weingartz
Vice President of Finance

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of April, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as AUTHORITY, and Paramus Catholic High School, 425 Paramus Road., Paramus, New Jersey 07652 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Paramus Catholic High School Commencement Exercises
The Theater at the IZOD Center
Date: Monday, June 6, 2011
Time: 6:00pm – 9:00pm
Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 10:00 a.m. on the 6th day of June, 2011 and to the 6th day of June, 2011 at 11:30p.m, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of \$5,000 plus expenses.

The License Fee shall be paid under the following payment schedule:

- \$30,000 due by May 20, 2011.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to LICENSEE.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event. Notwithstanding the above, the LICENSEE shall be responsible for all costs incurred by the AUTHORITY for the production of LICENSEE'S practice walk through for graduates in the ARENA on a date to be determined by the AUTHORITY in its sole discretion.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

This paragraph is purposely left blank

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Paramus Catholic High School Commencement Exercises

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of liability for injury to participants. The AUTHORITY shall be listed as additional insured under such policy.

AUTHORITY shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the AUTHORITY, which insures all operations of the AUTHORITY contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the AUTHORITY. The LICENSEE shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to AUTHORITY such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises.

Certificates of all such insurance shall be provided to the AUTHORITY not less than seven (7) days prior to the Event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises

of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

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LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

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LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for the event at 4:30Pm.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents, or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

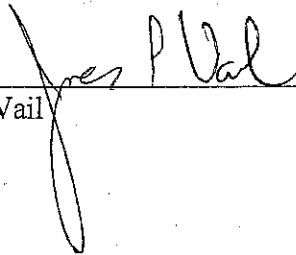
BY



James R. Minish
Executive Vice President – Facilities

PARAMUS CATHOLIC HIGH SCHOOL

BY



James P. Vail
President

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT made this 7th day of February, 2011 by and between the New Jersey Sports and Exposition Authority, a body corporate and politic of the State of New Jersey, having its principal office in the Borough of East Rutherford, New Jersey, (hereinafter referred to as AUTHORITY), and Richard Nader Entertainment, Inc. having its principal office at 1520 Gulf Boulevard, Suite 1507, Clearwater, Florida, (hereinafter referred to as NADER),

^
33767

WITNESSETH:

WHEREAS, AUTHORITY owns and operates the IZOD CENTER (hereinafter referred to as ARENA) where it conducts various sporting and entertainment events; and

WHEREAS, AUTHORITY wishes to promote, present and hold Richard Nader's Doo Wop Reunion XXII (hereinafter the CONCERT) on its premise on June 11, 2011: and

WHEREAS, NADER is knowledgeable about planning, designing, promoting, and producing the Concert on June 11, 2011.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF EVENT**

DOO WOP REUNION XXII



DATE- JUNE 11, 2011

TIME- 7:00 P.M.

2. **NATURE OF RELATIONSHIP: CONSIDERATION**

AUTHORITY hereby engages NADER as a consultant/executive producer for purposes of assisting AUTHORITY as the promoter in the designing, planning, promotion, executive production, advertising, and operation of the Concert at the Arena on June 11, 2011.

As a consideration for the services of NADER, AUTHORITY agrees to pay NADER the sum of \$82,100.00 *dn* in accordance with the following schedule:

- a. \$41,050.00 on May 6, 2011 *dn* 
- b. \$41,050.00 on June 11, 2011 *dn* 

c. In addition, AUTHORITY agrees to pay NADER 50% of the gross admissions revenues in excess of \$193,444.00. Gross admissions revenues shall be defined as the total amount derived from the sale of tickets less only a 7% sales tax, the \$3.50 facility fee, Ticketmaster commissions, phone charges, credit card charges, if applicable, and reimbursement for any damage sustained. Notwithstanding the above, it has been agreed to by the parties that should the gross admission revenues reach \$275,000.00, the parties have agreed to rent a lighting package for the event and the cost for renting such lighting package shall be added to the split level noted above. For example, if the lighting package costs \$8,000, the split level will change to \$205,844.00 once the gross admission revenues reach \$275,000.00.

d. AUTHORITY also agrees to pay Nader for promotional expenses.

NADER agrees that all revenues and proceeds derived directly or indirectly from the Concert including admissions, parking and concessions, but not including revenues derived from the sale of advertising or event programs and novelties peculiar to the event which NADER shall supply at its own cost and expense on consignment, shall be the full property of AUTHORITY and NADER shall have no right to receive any portion thereof, except as delineated in Item C. above.

It is understood that if the show runs beyond 11:00 p.m. Nader will pay all event related expenses applied from 11:00 p.m. until the end of the show.

3. RESPONSIBILITIES OF AUTHORITY

AUTHORITY is the promoter of the Concert and is ultimately responsible for the complete design, production and conduct of the Concert subject to the provisions of subparagraph 4 hereof. AUTHORITY agrees to provide at its own expense adequate dressing and bathroom facilities for the artists. In addition, AUTHORITY agrees to provide at its expense all maintenance and technical personnel, stagehands, laborers, security, ticket takers, parking lot attendants, cleaning personnel, and any other labor, equipment, or services deemed necessary for the event.

AUTHORITY reserves the right to determine the time and availability to access to areas of the Arena by NADER, but at the same time recognizes its responsibility to allow NADER sufficient time to set up the event. NADER shall have the responsibility for selecting light and sound equipment with a sufficient budget approved by the AUTHORITY. In no event shall NADER enter and use any area, part, service, or facility of the Arena without first obtaining the Stadium/Arena Manager's or his/her designee's prior approval.

4. TICKET PRICES

As an admission fee, the Authority shall charge the sum of (\$104) for VIP, (\$51) for remaining floor, (\$41) for remaining lower tier and (\$29) in upper tier. The gross saleable

capacity for this event reflected in the seating manifest shall be approximately 20,369, which includes allocated complimentary tickets.

The Authority will add a facility fee of \$3.50 to the ticket price and be entitled to keep such revenue.

AUTHORITY shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

4% of capacity of total - of which 2% will go to NADER for its use.

All ticket sales for the event to be staged under this agreement shall be made under the direction, control, and supervision of the Arena Box Officer Manager, and the receipts from all such sales whether made by AUTHORITY or NADER shall be held by AUTHORITY until completion of the event for the express purpose of securing payment of all sums of money due or to become due to AUTHORITY hereunder.

Site, for purposes of this agreement, shall be defined as the entire area of the Sports Complex including such areas adjacent to Sports Authority property used by the Complex for events, but not in fact owned by the New Jersey Sports & Exposition Authority.

5. RIGHT OF EVENT CONTROL

The AUTHORITY retains the right of exclusive crowd management control, including in the event the AUTHORITY deems it necessary for crowd management purposes to control access, gates, stairways and turnstiles or to shut off power in the Arena or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. NADER shall have no authority with respect to such crowd security or control.

NADER shall have complete control, supervision and direction of the acts and expressly reserves the right to control the manner, means and details of the performance or services by the Acts. NADER will, however, confer with AUTHORITY respecting the duration of THE EVENT and rehearsal of THE EVENT with a view toward securing the best presentation.

6. CREDENTIALS

AUTHORITY, its officers, directors, servants, selected employees and selected concessionaires shall have access to the premises upon presentation of the authorized event credentials to be supplied and defined by AUTHORITY in consultation with NADER. Such credentials to AUTHORITY, its officers, directors, servants, selected employees and selected concessionaires shall be performed by the Stadium/Arena Manager of AUTHORITY with the mutual consent of NADER. A list of individuals requiring backstage authorization is to be compiled and forwarded to AUTHORITY by NADER prior to the event.

7. MISCELLANEOUS FINANCIAL CONDITIONS


a. It is hereby agreed and understood that AUTHORITY currently utilizes the Ticketmaster System for the printing, accounting, and sale of tickets for all public events held at the Arena. The commissions for the use of the Ticketmaster System are as follows:


Tickets sold at the Arena Box Office .05 per ticket printed and/or sold

Tickets sold at Remote Outlets .15 per ticket printed and/or sold

Phone charges - 3% of gross ticket sales

b. NADER shall provide to AUTHORITY a list of event contracts with the following acts:

Jay Black dn 
The Duprees
Kenny Vance & The Planotones
Tommy Mara and The Crests
The Chiffons
The Brooklyn Bridge
Amanda

NADER further agrees and represents that the artists whose services are supplied hereunder shall be members in good standing of the appropriate unions having jurisdiction and NADER further agrees that the fees for all of the artists services rendered hereunder shall be paid out of the \$82,100.00 *dn* paid to NADER by AUTHORITY pursuant to Paragraph 2a and 2b hereof. 

NADER agrees to indemnify and hold harmless the AUTHORITY from all claims for payment, which may be asserted by any such artists against AUTHORITY or NADER. Further, NADER agrees not to present a similar performance of the Concert for a period of 30 days prior to or subsequent to June 11, 2011, within a 60-mile radius of the AUTHORITY without the express consent of the AUTHORITY. NADER further agrees to obtain all licenses and permits necessary for the production, staging, and conduct of the Concert and to work with the AUTHORITY in developing and placing proper advertising in the print and broadcast media, with a maximum budget of \$50,000.00. AUTHORITY agrees to reimburse Nader for approved advertising expenses.

8. **CANCELLATION OF EVENT**

Should NADER cancel or should a minimum of four scheduled groups not appear for the event as covered under this agreement, forcing cancellation of the event, NADER agrees to refund to the AUTHORITY any money advanced to NADER as well as all expenditures by the AUTHORITY for advertising and production of the event.

9. **RECORDING**

NADER agrees that no recording, either visual or audio or any kind will be made of the event or events covered by this Agreement without prior written approval from AUTHORITY and their performers' agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

10. **FORCE MAJEURE**

If the Doo Wop Reunion XXII cannot take place, in whole or in part, because of an act of God, national emergency, war, labor dispute, fire casualty, NADER shall be relieved of its responsibilities under this contract and AUTHORITY shall be obligated to pay NADER such compensation as NADER has actually earned as determined by AUTHORITY.

11. **INSURANCE**

AUTHORITY shall purchase such insurance as it deems necessary and appropriate for the concert, and shall present NADER with a certificate evidencing such coverage 10 days prior to the event.

12. **APPLICABILITY OF NEW JERSEY LAW**

The terms of this agreement shall be construed in accordance with the laws of the State of New Jersey and shall be binding upon the successors, licensees, legatees and assignees of the parties hereto in all respects.

13. **COMPLIANCE WITH NEW JERSEY LAW**

This agreement entered into by the AUTHORITY and NADER is in compliance with the laws, ordinances, regulations and requirements of the State of New Jersey and applicable governmental bodies.

14. **SEVERABILITY**

This is a severable agreement and, in the event that any part or parts shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law, and in any event that all others parts of this agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

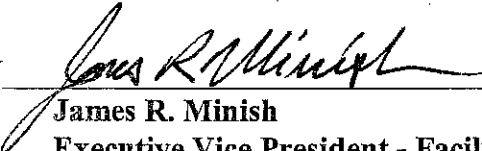
15. **ENTIRE AGREEMENT**

This agreement sets for the entire understanding between AUTHORITY and NADER and no amendments or modifications shall be made to the agreement except in writing signed by both the AUTHORITY and NADER.

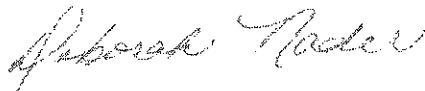
16. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President - Facilities

RICHARD NADER ENTERTAINMENT, INC.

BY 
Deborah Nader, president.

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of May, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Glee Live! In Concert!

Date: June 16 & 17, 2011

Time: 8:00 pm – 11:00 pm

Event Length: 3 hours

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 4:00 a.m. on the 16th day of June, 2011 and to the 17th day of June, 2011 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all applicable rights, and agreements, required for the presentation of the event.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$140,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during

settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts or collected revenues up to the amount of sums necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

Such A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event and shall be further subject to the provisions contained in Section 28 of this Agreement.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public, which shall be reasonably based on the nature of the Event and the anticipated attendance. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than a force majeure occurrence or a breach of this Agreement by LICENSOR, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement that are unable to be mitigated after LICENSOR'S reasonable efforts to do so.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract or a confirmed offer in accordance with industry custom with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Glee
Dance Troupe LXD*

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring LICENSEE'S operations in connection with the event contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to the specific performers. The LICENSEE shall list the LICENSOR as an additional insured as respects the liabilities assumed herein by LICENSEE on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or knowingly permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

Subject to the provisions of Section 28, if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

As between LICENSEE and LICENSOR, LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building

and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE (other than LICENSOR or its employees, agents, or contractors). LICENSEE may or may not insure the obligation in Section 28 for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR in advance of the event. In the event of a cancellation of LICENSEE'S insurance or any major change in coverage, notice thereof shall be provided to LICENSOR in accordance with LICENSEE'S policy provisions.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the reasonable rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will promptly desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space in connection with the presentation of the Event (as opposed to the day-to-day operation of the Arena) as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of any act, omission, breach or negligence of the LICENSEE (or its employees, agents or contractors) in connection with the Event or any operations of LICENSEE otherwise contemplated by this Agreement. This obligation includes reasonable, outside attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision shall not extend to any claims arising from (a) the gross negligence or willful misconduct of the LICENSOR, or its employees, agents or contractors or (b) structural or premises-related defects of the Arena.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts of LICENSEE for all unpaid license fees, reimbursable expenses and taxes, only up to the amount of sums due by LICENSEE due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it reasonably necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA (provided it is safe to do so) or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE (or the artist) shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, who shall provide for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards taken off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the

license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the live performance of copyrighted music used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of the live performance of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above. LICENSOR acknowledges and agrees that it is generally aware of the content of the Event as contemplated herein and that it does not violate any of the provisions contained in this section.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse by LICENSEE of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premises for business purposes upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with a number of credential passes for key working personnel as determined by LICENSEE (in conjunction with the tour).

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement, except to the extent any claims arise out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, except to the extent any such loss, injury or damage arises out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. Any watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice to LICENSEE, and a reasonable opportunity for LICENSEE to remove same, dispose of said property as it may see fit,

whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will reimburse LICENSOR any actual and documented sums as shall be necessary to restore said premises to their same condition as received by LICENSEE at load-in of the Event, ordinary wear and tear excepted. LICENSEE'S liability for damage of the nature described in this section shall be subject to LICENSOR providing LICENSEE with notice of and an opportunity to inspect same within 48 hours following the end of the Event. LICENSEE shall not be liable for any pre-existing conditions of damage caused by the LICENSOR, or its employees, agents, or contractors. LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence beyond the reasonable control of either party shall render the fulfillment of this lease by either party impossible or impracticable, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall be refunded any deposits paid prior to such termination and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate

the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity, or reschedule, without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity or reschedule, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR, provided, however, that LICENSEE is in agreement with the determination of the rental fee adjustment.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right, except to the extent such damages arise out of the gross negligence or willful misconduct of LICENSOR, or its officers, employees, agents or contractors.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public. Notwithstanding the foregoing, LICENSOR acknowledges that LICENSEE generally maintains a "no refunds" policy, and LICENSOR shall make reasonable efforts to consult with LICENSEE prior to issuing such refunds if practicable.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements within a mutually agreed upon time prior to the start of the Event and further provided that such announcement(s) do not unreasonably interfere with LICENSEE'S Event, which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit

the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any material covenant or agreement therein contained, and LICENSEE fails to cure same within a reasonable period of time following notice thereof from LICENSOR, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which either party is unable to avoid by exercise of due diligence, that party shall have no obligation or liability whatsoever to the other party as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and reasonable discretion, it deems the action(s) of LICENSEE or its agents to (i) place the patrons or LICENSOR or its employees, agents, or contractors in an unsafe situation; or (ii) the performance has

been altered from the typical content of the Event, in such a manner as to be considered inappropriate.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the reasonable discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager except those matters resulting in an increase of LICENSEE'S assumption of liability hereunder.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.


49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analysis and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish -- Executive Vice President Facilities

LIVE NATION WORLDWIDE, INC.

By 
Kevin Morrow

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
PL1	\$93.00
PL2	\$53.00

The ticket price includes a \$3.50 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to all luxury suites in the ARENA. The tickets in all luxury suites allocated to the IZOD Center/NJSEA or leased on an annual basis are complimentary. All other luxury suites shall be available for purchase through the IZOD Center for which the sale of each ticket shall be included in the overall gross.
- B. Suite 121 shall be allocated to the LICENSEE

3. COMPLIMENTARY TICKET DISTRIBUTION

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:


LICENSOR: 20 tickets shall be allocated to the LICENSOR per show.

Licensee: As determined by Licensee.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish - Executive Vice President Facilities

Live Nation Worldwide, Inc.

By 
Kevin Morrow

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

New Kids on the Block & Backstreet Boys

Date: June 12 & 13, 2011

Time: 7:30 pm – 11:00 pm

Event Length: 3 ½ hours

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 4:00 a.m. on the 12th day of June, 2011 and to the 13th day of June, 2011 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all applicable rights, and agreements, required for the presentation of the event.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$140,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during

settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts or collected revenues up to the amount of sums necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a mutually agreed upon contingency pending satisfactory monetary resolution for any such building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE and shall be further subject to the provisions contained in Section 28 of this Agreement. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public, which shall be reasonably based on the nature of the Event and the anticipated attendance. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than a force majeure occurrence or a breach of this Agreement by LICENSOR, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement that are unable to be mitigated after LICENSOR'S reasonable efforts to do so.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract or a confirmed offer in accordance with industry custom with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

New Kids on the Block
Backstreet Boys

Jordin Sparks

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring LICENSEE'S operations in connection with the event contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to the specific performers. The LICENSEE shall list the LICENSOR as an additional insured as respects the liabilities assumed herein by LICENSEE on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or knowingly permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

Subject to the provisions of Section 28, if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to the original condition as received by LICENSEE at load-in, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

As between LICENSEE and LICENSOR, LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building

and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE (other than LICENSOR or its employees, agents, or contractors). LICENSEE may or may not insure the obligation in Section 28 for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR in advance of the event. In the event of a cancellation of LICENSEE'S insurance or any major change in coverage, notice thereof shall be provided to LICENSOR in accordance with LICENSEE'S policy provisions.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the reasonable rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will promptly desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space in connection with the presentation of the Event (as opposed to the day-to-day operation of the Arena) as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of any act, omission, breach or negligence of the LICENSEE (or its employees, agents or contractors) in connection with the Event or any operations of LICENSEE otherwise contemplated by this Agreement. This obligation includes reasonable, outside attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision shall not extend to any claims arising from (a) the sole negligence or willful misconduct of the LICENSOR, or its employees, agents or contractors or (b) structural or premises-related defects of the Arena.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts of LICENSEE for all unpaid license fees, reimbursable expenses and taxes, only up to the amount of sums due by LICENSEE due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it reasonably necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA (provided it is safe to do so) or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE (or the artist) shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, who shall provide for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards taken off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the

license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the live performance of copyrighted music used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of the live performance of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement (but not the artistic content thereof) and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above. LICENSOR acknowledges and agrees that it is generally aware of the content of the Event as contemplated herein and that it does not violate any of the provisions contained in this section.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse by LICENSEE of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premises for business purposes upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with a number of credential passes for key working personnel as determined by LICENSEE (in conjunction with the tour).

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to any property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement, except to the extent any claims arise out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, except to the extent any such loss, injury or damage arises out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. Any watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice to LICENSEE, and a reasonable opportunity for LICENSEE to remove same, dispose of said property as it may see fit,

whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will reimburse LICENSOR any actual and documented sums as shall be necessary to restore said premises to their same condition as received by LICENSEE at load-in of the Event, ordinary wear and tear excepted. LICENSEE'S liability for damage of the nature described in this section shall be subject to LICENSOR providing LICENSEE with notice of and an opportunity to inspect same within 48 hours following the end of the Event. LICENSEE shall not be liable for any pre-existing conditions or damage caused by the LICENSOR, or its employees, agents or contractors. LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence beyond the reasonable control of either party shall render the fulfillment of this lease by either party impossible or impracticable, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall be refunded any deposits paid prior to such termination and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate

the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity, or reschedule, without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity or reschedule, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR, provided, however, that LICENSEE is in agreement with the determination of the rental fee adjustment.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right, except to the extent such damages arise out of the gross negligence or willful misconduct of LICENSOR, or its officers, employees, agents or contractors.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public. Notwithstanding the foregoing, LICENSOR acknowledges that LICENSEE generally maintains a "no refunds" policy, and LICENSOR shall make reasonable efforts to consult with LICENSEE prior to issuing such refunds if practicable.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements within a mutually agreed upon time prior to the start of the Event and further provided that such announcement(s) do not unreasonably interfere with LICENSEE'S Event, which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit

the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any material covenant or agreement therein contained, and LICENSEE fails to cure same within a reasonable period of time following notice thereof from LICENSOR, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which either party is unable to avoid by exercise of due diligence, that party shall have no obligation or liability whatsoever to the other party as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and reasonable discretion, it deems the action(s) of LICENSEE or its agents to (i) place the patrons or LICENSOR or its employees, agents, or contractors in an unsafe situation; or (ii) the performance has been altered from the typical content of the Event, in such a manner as to be considered

inappropriate. For the avoidance of doubt, the provisions of this Section 42 shall expressly be subject to the cure period referenced in Section 39.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the reasonable discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager except those matters resulting in an increase of LICENSEE'S assumption of liability hereunder.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.


48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.


49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analysis and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish – Executive Vice President Facilities

LIVE NATION WORLDWIDE, INC.

By 
Kevin Morrow

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
PL1	\$93.00
PL2	\$73.00
PL3	\$33.00

The ticket price includes a \$3.50 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. SUITE REVENUE DISTRIBUTION

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to all luxury suites in the ARENA. The tickets in all luxury suites allocated to the IZOD Center/NJSEA or leased on an annual basis are complimentary. All other luxury suites shall be available for purchase through the IZOD Center for which the sale of each ticket shall be included in the overall gross.
- B. Suite 121 shall be allocated to the LICENSEE

3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

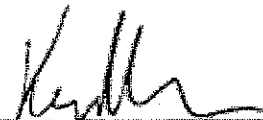
LICENSOR: 20 tickets shall be allocated to the LICENSOR per show.

LICENSEE: As determined by LICENSEE

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish – Executive Vice President Facilities

Live Nation Worldwide, Inc.

By  _____
Kevin Morrow

APR 18 2011

NS001
6/8/11

E. Rutherford, NJ

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of April, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Event Services, Inc., a wholly owned subsidiary of World Wrestling Entertainment, Inc. P.O. Box 3857, 1241 East Main Street, Stamford, Conn. 06902 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

WWE Supershow Live Event
Date: June 18, 2011
Time: 7:30 PM – 11:00 PM
Event Length: 3 hours 30 minutes

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00am on the 18th day of June, 2011 and to the 19th day of June, 2011 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of 15.0% of gross admissions revenues, plus a flat expense fee of \$20,000. Gross admissions revenues shall be defined as the total amount derived from the sale of tickets less only the NJ State sales tax. The Authority will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the Authority for the production of the Event.

The LICENSEE will be required to pay for stagehands, insurance, credit card charges, phone charges, ASCAP/BMI Music License Fee, lights, sound, staging, valet service, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel (excluding stagehands) required to move-in the Event, operate the Event and move-out the Event. Authority retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime

resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the AUTHORITY all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the AUTHORITY undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total for groups of 15 or more on ticket prices \$33.50 and \$23.50 and up to 300 seats priced at \$48.50. Prices are \$5.00 off each ticket's regular price.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

WWE Supershow Live Event

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE and the AUTHORITY, which insures all operations of the AUTHORITY and LICENSEE contemplated by this Agreement, and at the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any agents or performers and any contractors or sub-contractors retained by the LICENSEE. Coverage may be provided under one policy naming both AUTHORITY and LICENSEE as named insured or separate policies may be provided.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or

with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 75% to WWE, Inc. 25% to ARAMARK.
ARAMARK to provide and pay for sellers. Taxes, bootleg security and credit cards off the top.
85% to WWE, Inc. 15% to ARAMARK on CD's, DVD's and Video's only. Taxes, bootleg security and credit cards off the top.

17. **BROADCAST RIGHTS**

AUTHORITY grants all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSEE shall be responsible for any additional union labor or fees due to the broadcast.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

AUTHORITY grants to LICENSEE the right to record, either visual or audio the event. LICENSEE shall be responsible for any additional union labor or fees due to filming, taping or recording the event. LICENSEE will negotiate the fees directly with Local 632.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, (other than existing building spots), or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be

permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFAACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 6:30 pm

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

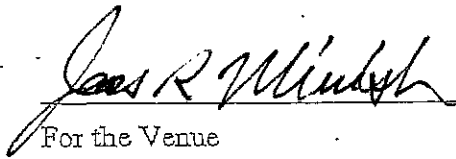
44. **COMPLETE AGREEMENT**

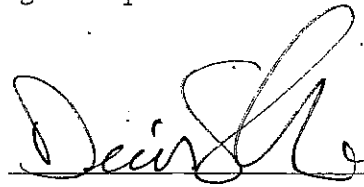
This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

ADDENDUM

Lessor shall not lease the Facility for use by or in connection with any professional wrestling performance, competition, exhibition or event (collectively a "Wrestling Event") which will occur during the period which (i) begins ninety (90) days prior to the starting date of Lessee's Wrestling Event at the Facility and (ii) ends thirty (30) days after the ending date of Lessee's Wrestling Event at the Facility (the "Exclusivity Period"). Nor shall Lessor permit any of the real, personal, tangible or intangible property, equipment or licenses belonging to or associated with the Facility or the Lessor (collectively "Lessor's Assets") to be used during the Exclusivity Period in connection with the production staging, exhibition, performance, broadcast or telecast of any Wrestling Event intended to be held at the Facility at any time, ~~whether or not~~ during the Exclusivity Period. Nor shall the Lessor permit any of the Lessor's Assets to be utilized during the Exclusivity Period (i) for the advertising, promotion, broadcast or telecast of, or the furnishing of publicity for, any Wrestling Event which is scheduled or intended to occur at any time, whether or not such Wrestling Event would occur during the Exclusivity Period, or (ii) for any advertising, promotion, broadcast or telecast utilizing or publicizing any name, logo, trademark or service mark belonging to or associated with any promoter, or producer of live, broadcast or telecast Wrestling Events other than Events Service Inc. or World Wrestling Entertainment, Inc. In addition, during the time period in which tickets are on sale for a Wrestling Event to be held at the Facility by Lessee or World Wrestling Entertainment, Inc., the Lessor shall not sell or permit the use of any of Lessor's Assets for the sale, advertising, promotion or distribution of any tickets for any other Wrestling Event. Further, Lessor

covenants and agrees that it will cause each of its parents, subsidiaries, affiliates, representatives, agents, employees, successors and assigns to refrain from any act which Lessor has agreed not to take and to prevent any action which Lessor has agreed to prevent.


For the Venue


For Event Services, Inc.

April 18, 2011
Date

4/19/11
Date

THIS ADDENDUM IS ANNEXED TO THIS CONTRACT AND INCORPORATED WITHIN THE TERMS AND CONDITIONS HEREIN STATED. SIGNATURES OF BOTH THE VENUE AND EVENT SERVICES, INC. MUST BE AFFIXED.

* It is understood that the exclusivity provisions noted above shall not apply to other family shows or mixed martial arts events to be held at the venue.



Event Services, Inc.
Standard Contract Addendum

1. COMPLIMETARY TICKETS

Complimentary tickets shall be under the exclusive control of Event Services, Inc a wholly-owned subsidiary of World Wrestling Entertainment, Inc. and shall be issued in an amount deemed necessary by Event Services, Inc. for the purpose of promoting this event. For the purpose of settlement, where permitted by law, complimentary tickets shall have a \$0 face value.

Notwithstanding the above, the authority shall have the right to use up to 50 complimentary tickets at its discretion.

2. PARKING

It is agreed that all venues with parking facilities shall provide free parking to Event Services, Inc. and World Wrestling Entertainment, Inc. talent and agents on a first come first serve basis upon presentment of appropriate Event Parking Permits.

3. TICKET MANIFEST

Licensor/Lessor shall provide event Services, Inc. as soon as practicable, but in no case less than two weeks prior to the event, with a complete manifest setting forth the number of tickets for the event, ticket pricing and other related information.

4. CONCESSIONS

Neither the licensor/lessor nor his concessionaire shall sell its own souvenirs, novelty items, t-shirts, programs, DVD's, CD'S or Videos at this event. Only official World Wrestling Entertainment, Inc. merchandise provided by World Wrestling Entertainment, Inc. shall be sold. Additionally, no sampling, giveaways or soliciting of WWE patrons or distributing of promotional materials at the venue is permissible without prior approval from Event Services Inc. or World Wrestling Entertainment, Inc. Licensor/Lessor further acknowledge that no intermission will be held for Event Services Inc/World Wrestling Entertainment, Inc. televised or Pay Per View events.

5. GROUP TICKETS

Group sales will not be offered by the Licensor/Lessor without the prior approval of Event Services, Inc. *see section 5(d) of the venue contract*

6. CLUB SEATS/SUITES

No Club Seats or Suites are to be sold at premiums unless approved by Event Services, Inc.

7. ANCILLARY RIGHT

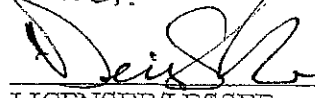
LICENSOR/LESSOR shall not cause or allow any person or entity to videotape, film, photograph, record, distribute, communicate, publish, transmit, broadcast, exhibit, or reproduce in any manner whatsoever for any media whatsoever whether now known or hereinafter devised ("Record") any activities surrounding the Event at the venue, which include, but are not limited to the following: set-up, staging, rehearsals, meetings, prerecording elements, the Event itself, and any other WWE-related activities during the term of the contract without the express prior written consent of WWE ("Protected Activities"). If LICENSOR/LESSOR directly or indirectly cause, or allow any person or entity to Record such Protected Activities, WWE shall be entitled to equitable relief and such other relief as any court of competent jurisdiction may deem just and proper.

LICENSOR/LESSOR certifies that the venue may be photographed, videotaped or otherwise recorded by WWE in connection with the Event. LICENSOR/LESSOR grants WWE the sole and exclusive right, including the right to authorize others, to use and incorporate any photographs and/or footage obtained at the venue, in connection with any exploitation, advertising, promotion and/or packaging, including but not limited to, publications, radio, television, home video or other motion picture programs or sound recordings ("Products") at such times and in such manner as WWE may elect in perpetuity throughout the world, and to publish and/or broadcast, exhibit and/or exploit and/or reproduce the same in any and all media, whether now or hereinafter known or devised. LICENSOR/LESSOR further acknowledges and agrees that WWE shall be under no obligation to use or exploit the photos and/or footage obtained at the venue; that LICENSOR/LESSOR shall not be entitled to any further payments, residuals, monies or other compensation arising out of WWE's exploitation of the photos and/or footage in any manner and that the photos and/or footage shall be the sole and exclusive property of WWE in perpetuity. In this regard, the photos and/or footage shall be deemed created for the benefit of WWE as a work made for hire as defined in the United States Copyright Act of 1976. Notwithstanding the above, WWE agrees to comply with all payments of any recording made in the venue as per paragraph 18 of the venue contract.

MS
John



LICENSOR/LESSOR



LICENSEE/LESSEE

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. **ARENA NAME**

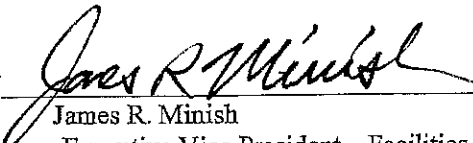
The ARENA shall at all times be known as IZOD CENTER or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. **CONFIDENTIALITY**

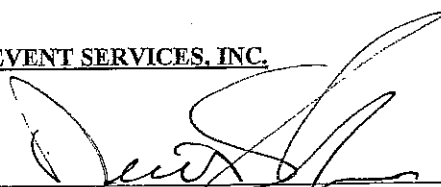
The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

*Addendum annexed hereto is incorporated herein and subject to the terms of this agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President - Facilities

EVENT SERVICES, INC.

BY 
Denis Sullivan
Vice President - Event Booking

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. TBD – Using curtain system

<u>Area</u>	<u>Price</u>
Floor	\$78.50
Floor, Lower Tier	\$63.50
Lower Tier	\$48.50
Upper Tier	\$33.50
Upper Tier	\$23.50

B. The AUTHORITY shall have the right to cause to be set aside for its purchase up to TBD -tickets per show.

C. The AUTHORITY has the right to hold seats for suite relocation for obstructed view suites due to production. These tickets are complimentary.

D. The ticket prices above include a \$3.50 facility fee, which shall be split 50% Authority / 50% LICENSEE after deducting any applicable taxes.

2. SUITE REVENUE DISTRIBUTION

A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)


B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

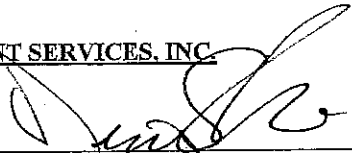
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSEE: 1% of capacity of which 50 tickets shall be allocated to the AUTHORITY per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President -- Facilities

EVENT SERVICES, INC

BY 
Denis Sullivan

Vice President – Event Booking

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of June, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Sade

Date: June 24, 2011

Time: 7:30 pm -- 11:00 pm

Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 4:00 a.m. on the 24th day of June, 2011 and to the 25th day of June, 2011 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all applicable rights, and agreements, required for the presentation of the event.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$85,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during

settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts or collected revenues up to the amount of sums necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a mutually agreed upon contingency pending satisfactory monetary resolution for any such building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE and shall be further subject to the provisions contained in Section 28 of this Agreement. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public, which shall be reasonably based on the nature of the Event and the anticipated attendance. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than a force majeure occurrence or a breach of this Agreement by LICENSOR, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement that are unable to be mitigated after LICENSOR'S reasonable efforts to do so.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract or a confirmed offer in accordance with industry custom with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Sade
John Legend*

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring LICENSEE'S operations in connection with the event contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to the specific performers. The LICENSEE shall list the LICENSOR as an additional insured as respects the liabilities assumed herein by LICENSEE on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or knowingly permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

Subject to the provisions of Section 28, if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to the original condition as received by LICENSEE at load-in, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

As between LICENSEE and LICENSOR, LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building

and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE (other than LICENSOR or its employees, agents, or contractors). LICENSEE may or may not insure the obligation in Section 28 for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR in advance of the event. In the event of a cancellation of LICENSEE'S insurance or any major change in coverage, notice thereof shall be provided to LICENSOR in accordance with LICENSEE'S policy provisions.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the reasonable rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will promptly desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space in connection with the presentation of the Event (as opposed to the day-to-day operation of the Arena) as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of any act, omission, breach or negligence of the LICENSEE (or its employees, agents or contractors) in connection with the Event or any operations of LICENSEE otherwise contemplated by this Agreement. This obligation includes reasonable, outside attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision shall not extend to any claims arising from (a) the sole negligence or willful misconduct of the LICENSOR, or its employees, agents or contractors or (b) structural or premises-related defects of the Arena.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts of LICENSEE for all unpaid license fees, reimbursable expenses and taxes, only up to the amount of sums due by LICENSEE due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it reasonably necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA (provided it is safe to do so) or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE (or the artist) shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, who shall provide for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards taken off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the

license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the live performance of copyrighted music used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of the live performance of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement (but not the artistic content thereof) and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above. LICENSOR acknowledges and agrees that it is generally aware of the content of the Event as contemplated herein and that it does not violate any of the provisions contained in this section.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse by LICENSEE of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premises for business purposes upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with a number of credential passes for key working personnel as determined by LICENSEE (in conjunction with the tour).

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to any property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement, except to the extent any claims arise out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, except to the extent any such loss, injury or damage arises out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. Any watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice to LICENSEE, and a reasonable opportunity for LICENSEE to remove same, dispose of said property as it may see fit,

whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will reimburse LICENSOR any actual and documented sums as shall be necessary to restore said premises to their same condition as received by LICENSEE at load-in of the Event, ordinary wear and tear excepted. LICENSEE'S liability for damage of the nature described in this section shall be subject to LICENSOR providing LICENSEE with notice of and an opportunity to inspect same within 48 hours following the end of the Event. LICENSEE shall not be liable for any pre-existing conditions or damage caused by the LICENSOR, or its employees, agents, or contractors. LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence beyond the reasonable control of either party shall render the fulfillment of this lease by either party impossible or impracticable, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall be refunded any deposits paid prior to such termination and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate

the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity, or reschedule, without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity or reschedule, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR, provided, however, that LICENSEE is in agreement with the determination of the rental fee adjustment.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right, except to the extent such damages arise out of the gross negligence or willful misconduct of LICENSOR, or its officers, employees, agents or contractors.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30 pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public. Notwithstanding the foregoing, LICENSOR acknowledges that LICENSEE generally maintains a "no refunds" policy, and LICENSOR shall make reasonable efforts to consult with LICENSEE prior to issuing such refunds if practicable.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements within a mutually agreed upon time prior to the start of the Event and further provided that such announcement(s) do not unreasonably interfere with LICENSEE'S Event, which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit

the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any material covenant or agreement therein contained, and LICENSEE fails to cure same within a reasonable period of time following notice thereof from LICENSOR, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which either party is unable to avoid by exercise of due diligence, that party shall have no obligation or liability whatsoever to the other party as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and reasonable discretion, it deems the action(s) of LICENSEE or its agents to (i) place the patrons or LICENSOR or its employees, agents, or contractors in an unsafe situation; or (ii) the performance has been altered from the typical content of the Event, in such a manner as to be considered

inappropriate. For the avoidance of doubt, the provisions of this Section 42 shall expressly be subject to the cure period referenced in Section 39.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the reasonable discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager except those matters resulting in an increase of LICENSEE'S assumption of liability hereunder.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analysis and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this agreement.

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
PL1	\$183.00
PL2	\$103.00
PL3	\$ 53.00

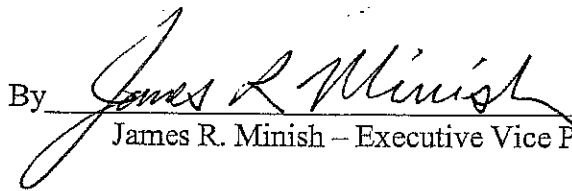
The ticket price includes a \$3.50 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

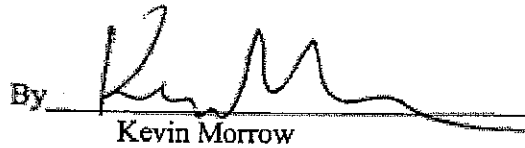
2. **SUITE REVENUE DISTRIBUTION**

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to all luxury suites in the ARENA. The tickets in all luxury suites allocated to the IZOD Center/NJSEA or leased on an annual basis are complimentary. All other luxury suites shall be available for purchase through the IZOD Center for which the sale of each ticket shall be included in the overall gross.
- B. Suite 121 shall be allocated to the LICENSEE

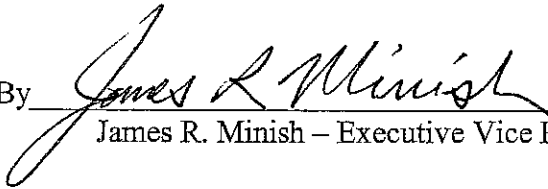
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish -- Executive Vice President Facilities

LIVE NATION WORLDWIDE, INC.

By 
Kevin Morrow

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish – Executive Vice President Facilities


LIVE NATION WORLDWIDE, INC.

By _____
Kevin Morrow

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By _____
James R. Minish -- Executive Vice President Facilities

LIVE NATION WORLDWIDE, INC.

By  _____
Kevin Morrow

3. **COMPLIMENTARY TICKET DISTRIBUTION**

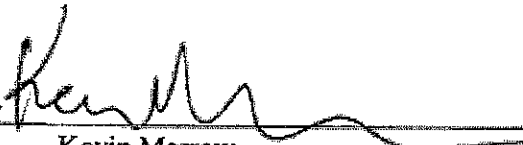
The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 20 tickets shall be allocated to the LICENSOR per show.
LICENSEE: As determined by LICENSEE

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By _____
James R. Minish – Executive Vice President Facilities

Live Nation Worldwide, Inc.

By  _____
Kevin Morrow

3. **COMPLIMENTARY TICKET DISTRIBUTION**

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LICENSOR: 20 tickets shall be allocated to the LICENSOR per show.

LICENSEE: As determined by LICENSEE

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish – Executive Vice President Facilities

Live Nation Worldwide, Inc.

By _____
Kevin Morrow

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of July, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Rihanna

Date: July 21, 2011

Time: 7:30 pm - 11:00 pm

Event Length: 3 ½ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 4:00 a.m. on the 21st day of July, 2011 and to the 22nd day of July, 2011 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all applicable rights, and agreements, required for the presentation of the event.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during

settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts or collected revenues up to the amount of sums necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a mutually agreed upon contingency pending satisfactory monetary resolution for any such building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE and shall be further subject to the provisions contained in Section 28 of this Agreement. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public, which shall be reasonably based on the nature of the Event and the anticipated attendance. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than a force majeure occurrence or a breach of this Agreement by LICENSOR, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement that are unable to be mitigated after LICENSOR'S reasonable efforts to do so.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract or a confirmed offer in accordance with industry custom with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

*Rihanna
J. Cole*

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring LICENSEE'S operations in connection with the event contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to the specific performers. The LICENSEE shall list the LICENSOR as an additional insured as respects the liabilities assumed herein by LICENSEE on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or knowingly permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

Subject to the provisions of Section 28, if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to the original condition as received by LICENSEE at load-in, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

As between LICENSEE and LICENSOR, LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building

and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE (other than LICENSOR or its employees, agents, or contractors). LICENSEE may or may not insure the obligation in Section 28 for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR in advance of the event. In the event of a cancellation of LICENSEE'S insurance or any major change in coverage, notice thereof shall be provided to LICENSOR in accordance with LICENSEE'S policy provisions.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the reasonable rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will promptly desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space in connection with the presentation of the Event (as opposed to the day-to-day operation of the Arena) as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of any act, omission, breach or negligence of the LICENSEE (or its employees, agents or contractors) in connection with the Event or any operations of LICENSEE otherwise contemplated by this Agreement. This obligation includes reasonable, outside attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision shall not extend to any claims arising from (a) the sole negligence or willful misconduct of the LICENSOR, or its employees, agents or contractors or (b) structural or premises-related defects of the Arena.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts of LICENSEE for all unpaid license fees, reimbursable expenses and taxes, only up to the amount of sums due by LICENSEE due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it reasonably necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA (provided it is safe to do so) or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE (or the artist) shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, who shall provide for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards taken off the top and ~~85/15~~ on CD's and DVD's only.

90/10

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the

license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the live performance of copyrighted music used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of the live performance of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement (but not the artistic content thereof) and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above. LICENSOR acknowledges and agrees that it is generally aware of the content of the Event as contemplated herein and that it does not violate any of the provisions contained in this section.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse by LICENSEE of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premises for business purposes upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with a number of credential passes for key working personnel as determined by LICENSEE (in conjunction with the tour).

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to any property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement, except to the extent any claims arise out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, except to the extent any such loss, injury or damage arises out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. Any watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice to LICENSEE, and a reasonable opportunity for LICENSEE to remove same, dispose of said property as it may see fit,

whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will reimburse LICENSOR any actual and documented sums as shall be necessary to restore said premises to their same condition as received by LICENSEE at load-in of the Event, ordinary wear and tear excepted. LICENSEE'S liability for damage of the nature described in this section shall be subject to LICENSOR providing LICENSEE with notice of and an opportunity to inspect same within 48 hours following the end of the Event. LICENSEE shall not be liable for any pre-existing conditions or damage caused by the LICENSOR, or its employees, agents, or contractors. LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence beyond the reasonable control of either party shall render the fulfillment of this lease by either party impossible or impracticable, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall be refunded any deposits paid prior to such termination and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate

the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity, or reschedule, without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity or reschedule, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR, provided, however, that LICENSEE is in agreement with the determination of the rental fee adjustment.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right, except to the extent such damages arise out of the gross negligence or willful misconduct of LICENSOR, or its officers, employees, agents or contractors.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:30 pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public. Notwithstanding the foregoing, LICENSOR acknowledges that LICENSEE generally maintains a "no refunds" policy, and LICENSOR shall make reasonable efforts to consult with LICENSEE prior to issuing such refunds if practicable.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements within a mutually agreed upon time prior to the start of the Event and further provided that such announcement(s) do not unreasonably interfere with LICENSEE'S Event, which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit

the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any material covenant or agreement therein contained, and LICENSEE fails to cure same within a reasonable period of time following notice thereof from LICENSOR, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which either party is unable to avoid by exercise of due diligence, that party shall have no obligation or liability whatsoever to the other party as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and reasonable discretion, it deems the action(s) of LICENSEE or its agents to (i) place the patrons or LICENSOR or its employees, agents, or contractors in an unsafe situation; or (ii) the performance has been altered from the typical content of the Event, in such a manner as to be considered

inappropriate. For the avoidance of doubt, the provisions of this Section 42 shall expressly be subject to the cure period referenced in Section 39.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the reasonable discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager except those matters resulting in an increase of LICENSEE'S assumption of liability hereunder.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.


49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analysis and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish – Executive Vice President Facilities

LIVE NATION WORLDWIDE, INC.

By 
Kevin Morrow

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity -- TBD

<u>Area</u>	<u>Price</u>
PL1	\$250.00
PL2	\$103.25
PL3	\$ 73.25
PL4	\$ 63.25
PL5	\$ 43.25
PL6	\$ 23.25

The ticket price includes a \$3.50 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to all luxury suites in the ARENA. The tickets in all luxury suites allocated to the IZOD Center/NJSEA or leased on an annual basis are complimentary. All other luxury suites shall be available for purchase through the IZOD Center for which the sale of each ticket shall be included in the overall gross.
- B. Suite 121 shall be allocated to the LICENSEE

3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 20 tickets shall be allocated to the LICENSOR per show.

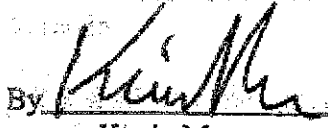
LICENSEE: As determined by LICENSEE

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish – Executive Vice President Facilities

Live Nation Worldwide, Inc.

(Faint, illegible text)

By  _____
Kevin Morrow

(Faint, illegible text)

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of July, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as LICENSOR, and Finnmax LLC., 3000 Olympic Boulevard, Building 1 Suite 2520, Santa Monica, CA 90404 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

The Voice Auditions

IZOD CENTER

Dates: July 22, 2011 – 7am – 7pm

July 23, 2011 – 7am – 7pm

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 4:00 a.m. on the 22nd day of July, 2011 and to the 23rd day of July, 2011 at 11:00p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the following sums as License Fees based on occupancy dates:

- July 22, 2011 – Audition Day - \$20,000 plus expenses
- July 23, 2011 – Audition Day - \$20,000 plus expenses

The License Fee and expenses shall be paid under the following payment schedule:

- \$40,000 non-refundable deposit upon contract signing but no later than July 14, 2011
- 100% of estimated expenses (\$41,995) by July 20, 2011

Final settlement within 45 business days after the close of the Event.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to all collected revenues necessary to pay said License Fee and expenses.

3. PAYMENT OF EXPENSES:

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE also will be required to pay for insurance, ticket printing, any applicable sales taxes (New Jersey State 7% sales tax on ticket (if sold) s & applicable merchandise), phone charges, T1 lines, ASCAP/BMI/SESAC Music License Fees, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any (reasonable wear and tear excepted), has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 45 business days after the close of the event.

4. SERVICES TO BE PROVIDED BY THE LICENSOR:

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and

protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before the Event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by LICENSOR.

6. **CANCELLATION BY LICENSEE**

Except as provided under Paragraph 40 of this Agreement, should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement. Notwithstanding anything to the contrary in the principal agreement, in the event of cancellation by LICENSEE (for reasons other than force majeure as set forth below), LICENSOR will use commercially reasonable efforts to rebook space on a priority basis and to otherwise mitigate its damages, and LICENSEE'S cancellation fee shall be reduced accordingly should LICENSOR be able to subsequently rebook the space on the specified dates.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. The acts to be supplied by the LICENSEE are as follows:

The Voice Auditions

b. Production of the participants in the event,

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows: TBD

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or

performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

LICENSOR represents and warrants that: (i) LICENSOR has the full right to enter into this agreement and to perform its obligations hereunder and is not subject to any obligation or disability which will or might prevent or interfere with LICENSOR fully keeping and performing all of its agreements hereunder; and (ii) LICENSOR is in full compliance with any and all rules, laws, regulations, ordinances, etc., promulgated by any federal, city, local or other entity, agency or organization, including without limitation any health and safety, fire, police, and/or construction ordinances in connection with facilities of similar nature and locale which are used for the purposes intended by LICENSEE.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all third party claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes reasonable outside attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. Subject to LICENSEE'S indemnification above, LICENSOR shall indemnify and hold harmless LICENSEE and its parent, affiliated and subsidiary companies and LICENSEE'S successors and assigns, and the respective owners, officers, directors, agents, and employees of each, and its invitees, from and against all liability; actions, claims, demands, losses or damages (including reasonable attorneys' fees) caused by or arising out of: (i) the condition of the ARENA'S premises; (ii) the sole negligent or intentional acts or omissions of LICENSOR, its agents, subcontractors and or employees; and/or (iii) any breach or default hereunder by LICENSOR.

12. **LIEN**

This paragraph intentionally left blank.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security. LICENSOR shall consult meaningfully with LICENSEE'S own security personnel throughout the planning and execution of this Event.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75% LICENSEE / 25% ARAMARK with taxes, bootleg security and credit cards off the top for all merchandise sold at the Event -- Aramark sells

16. **BROADCAST RIGHTS**

LICENSEE reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such broadcasting privileges. The LICENSOR shall not charge any fee for the origination of news broadcasts. LICENSEE certifies and attests that there will be no live broadcasts of the Event.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSOR acknowledges that LICENSEE is the owner of all broadcast rights in and copyright of the photography and/or recordings made during the Event at the ARENA, and that LICENSEE, its successors and assigns have the irrevocable and perpetual right, throughout the universe, in any manner and in any media now known or hereafter devised to use and exploit the films, photographs, and recordings made during the Event at the ARENA in such manner and to such extent as LICENSEE desires. LICENSOR has the right to require advance payment to the LICENSOR by LICENSEE of any estimated related costs (applicable union requirement costs) to be incurred by the LICENSOR for recording privileges. LICENSEE and its licensees, assigns, and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, programs, products (including interactive and multimedia products), photographs and recordings made during the Event at the ARENA, and in the advertising, promotion and publicity thereof, in perpetuity throughout the universe. LICENSOR hereby acknowledges that neither LICENSOR or any tenant, or other party now or hereafter having an interest in the ARENA, has any interest in LICENSEE'S photography or recording made during the Event at the ARENA. LICENSOR'S sole remedy for breach of this contract by LICENSEE shall be an action for money damages. In no event will LICENSOR be entitled to injunctive relief against LICENSEE, its successors and/or assignees or any other party arising out of any use of said photography and recordings.

Nothing contained herein grants the LICENSEE the permission or rights to use the trademarks, logos or other protected marks of the Meadowlands Sports Complex or any of the teams or advertisers that utilize the ARENA and the Sports Complex in any films, recordings or photographs made at the Event. For avoidance of doubt, LICENSEE may use the ARENA'S name and address in advertising for the Event and in connection with the program "The Voice".

LICENSEE agrees that the films, recordings or photographs for which scenes from the Meadowlands Sports Complex and ARENA are subsequently used by LICENSEE, that LICENSEE shall not portray LICENSOR, the Meadowlands Sports Complex, the ARENA or the State of New Jersey in a disparaging manner.

LICENSOR shall have no responsibility or liability for the filming, recording or photography made by LICENSEE at the Event (including ad lib remarks of announcers and participants) including, but not limited to responsibility or liability for any violation of any rights of others by such filming, recording or photography. To the extent, it is responsible for the filming, recording and photography of the Event, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from any filming, recording, photography or any subsequent uses of such filming, recording or photography made at the Event.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including reasonable legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. LICENSOR hereby acknowledges approval of the The Voice Auditions event based on the information provided by LICENSEE to LICENSOR. LICENSOR retains such right of approval should such Event content change.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by the LICENSOR or its designee, which will retain and be entitled to all receipts from the parking. 75 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR or its designee. Parking for the Event will be \$15.00 per car and \$30.00 per bus.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized

event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All permanent advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00 am each day.

33. **REFUND OF TICKET REVENUE**

There are no paid tickets to this Event.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent of \$5,000 per hour plus expenses at the LICENSOR'S sole discretion.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval. Notwithstanding the foregoing, LICENSEE may assign, license and/or transfer any and all rights pertaining to the ownership, distribution and exploitation of the copyright of the program The Voice. Notwithstanding the foregoing, LICENSEE is entitled to assign its rights hereunder in whole or in part to any person, firm or corporation, and such rights may be assigned in like manner by any assignee thereof; provided, however, that LICENSEE will remain secondarily liable unless such assignment is to a parent, subsidiary, affiliated or related entity to Licensee, a major or min-major motion picture studio, television network or similarly financially responsible party which assumes Licensee's obligations in writing (including without limitation NBCUniversal Media, LLC and Talpa Content, B.V.), an entity to which LICENSEE merges or is consolidated, an entity which acquires all or substantially all of LICENSEE's business and assets, or a person or entity which is under common control with or controls LICENSEE and LICENSEE's obligations are assumed in writing.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR, and (if practical) after written notice of such default and a reasonable time to cure, shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR and/or LICENSEE or which the LICENSOR and/or LICENSEE is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof; LICENSEE shall have no obligation to LICENSOR, including the obligation to make any payments described in Paragraph 6; and LICENSOR shall refund the deposit described in Paragraph 6.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its reasonable judgment and sole reasonable discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. In the event that the LICENSOR files an objection(s), LICENSEE has the right to cure such objection(s). LICENSOR, after LICENSEE exercised its right to cure to the dissatisfaction of the LICENSOR, shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event. Notwithstanding the foregoing, LICENSOR deems the nature of the Event appropriate.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought to enforce the terms of this Agreement shall be filed in a court located in the State of New Jersey.

46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

48. **EVENT SPONSORSHIP**

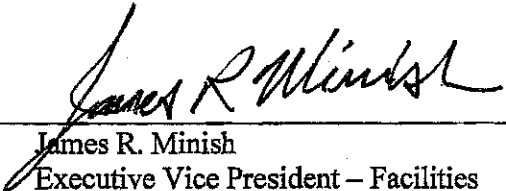
LICENSOR shall have final approval on all sponsors and sponsor promotions held at the ARENA.

49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

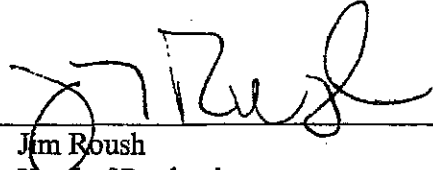
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By _____


James R. Minish
Executive Vice President – Facilities

FINNMAX LLC.

By _____


Jim Roush
Head of Production

sponsors. LICENSEE understands that Coca-Cola is an exclusive sponsor at the ARENA, therefore LICENSEE shall be permitted to display, advertise or distribute any materials from Coca-Cola, a sponsor of the American Idol Auditions, at the ARENA during the Event.

The approved American Idol Audition sponsors listed below are not in competition with the ARENA exclusive sponsors and LICENSOR hereby approves of such sponsors to have sponsorship presence at the Event. All materials, displays, advertisements and distributions are subject to the approval of the LICENSOR. The LICENSOR and LICENSEE shall mutually agree on areas for the sponsors to setup their materials. Any additional sponsorships are subject to the approval of the LICENSOR.

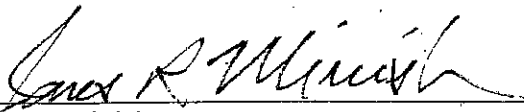
Sponsorship activation shall be mutually agreed upon by the parties.

50. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

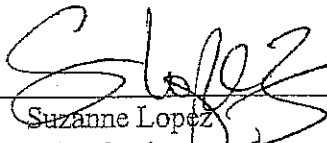
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By _____


James R. Minish
Executive Vice President – Facilities

AMERICAN IDOL PRODUCTIONS, INC.

By _____


Suzanne Lopez
EVP, Business and Legal Affairs



DATE OF THIS CITY ADVANCE: _____

CITY: East Rutherford, NJ

SHOWDATE(S): 5-Aug-11

VENUE EVENT COORDINATOR Greg Miller

OFFICE: 201-460-4360

CELL: _____

EMAIL: gmiller@njsea.com

TICKETED DOOR TIME: 6:00 PM

TICKETED SHOW TIME: 7:00 PM

CURFEW: After 10:30 you will start running into overtime

RIDERS & MAPS:

DOES EVENT COORDINATOR HAVE A COPY OF THE RIDER & CHEAT SHEET no

PROVIDE THE FOLLOWING MAPS:

ARENA SEATING MAP: see attached

DRESSING ROOM/OFFICE MAP see attached

BACKSTAGE MAP: see attached

CATERING ROOM LOCATION: see attached

SPOTLIGHT MAP: see attached

OFF SITE PARKING PLAN: see attached

(SHUTTLE REQUIRED / PORTAJOHN REQUIRED)

DOCKS & OUTSIDE: 3 docks inside

WHAT EVENT(S) ARE PRIOR TO OUR ARRIVAL?

DATE: Academy Bus Training- 8/3 in lot GAME/PRODUCTION

REQUEST PRE RIG: _____

DATE: the 4th is available **TIME:** _____

NOTES: _____

REQUEST VENUE WALK THRU:

DATE: _____ **TIME:** _____

NOTES: _____

HAS BUILDING RETAINED THE SERVICES OF ANY INDEPENDENT ENGINEERING FIRM TO PERFORM ANALYSIS; _____

no

ANY ADDITIONAL EXPENSE FOR ANALYSIS, IS IT APPROVED; _____

no

PARKING - PRESHOW DAY:

IF WE ARRIVE IN YOUR CITY BEFORE EVENT, WILL THERE BE ONSITE PARKING AT THE VENUE: _____

21 PRODUCTION TRUCKS

ON DOCK _____ **LOCATION:** _____

ON SITE _____ **LOCATION:** in parking lot 27 on August 4th

AT REMOTE SITE _____ **LOCATION:** _____

1 MERCHANDISE TRUCK

AT REMOTE SITE _____ **LOCATION:** lot 27

7 CREW BUSES lot 27 compound

3 B BUSES lot 27 compound

4 SUPPORT BUSES lot 27 compound

4 A BUSES lot 27 compound

*****SHORE POWER FOR HOW MANY BUSES** we have enough to accommodate 8 buses with shore power

RUNNERS VEHICLES (6) _____

PERMITS:

ARE THERE ANY PERMITS OR CLEARANCES NECESSARY TO PARK TOUR RELATED VEHIC no

NOTES: _____

TRUCKS LOAD-IN / LOAD-OUT LOGISTICS:

HOW MANY LOADING DOCKS @ VENUE: _____ **3**

HOW MANY DRIVEWAY'S DOES THE VENUE HAVE: one tunnel to three docks

DOES YOUR FACILITY HAVE A FREIGHT ELEVATOR: yes

LOCATION OF FREIGHT ELEVATOR: loading dock

ARENA INFO:

TYPE OF ARENA SURFACE: cement

IS THIS SET UP FOR HOCKEY OR BASKETBALL ROOM: n/a

TYPE OF FLOOR COVERING (IF ICE WHAT SURFACE): cement, no covering

TYPE OF ARENA STAGE DECKS: stage rite

CHAIR SET UP TIME: USUALLY BY 2:00PM

CHAIR REMOVAL TIME: IMMEDIATELY AFTER SHOW

WNBA VENUE DRAPE PLAN: yes

ARENA BLACK BACKDROP:
(IN PLACE PRIOR TO LOAD IN) needs to part of load in call if you utilize this

LENGTH OF FLOOR FOR PRODUCTION LOAD I 212 feet

WIDTH OF FLOOR FOR EVENT: 85 feet

RIGGING:

WEIGHT LIMIT AT STANDARD END OF HOUSE CONCERT CONFIGURATION: see attached diagrams

SCOREBOARD LOCATION (HOCKEY OR BASKETBALL): south end parked (opposite stage)

SCOREBOARD TRIM HEIGHT IN HIGHEST HOME POSITION FOR CONCERT: 91 feet

HEIGHT TO LOW STEEL: 125 feet

POWER:

HOUSE ELECTRICIAN PRESENT AT THE BEGINNING OF SHOW DAY THROUGHOUT THE DAY UNTIL THE END OF LOAD OUT
TOUR ELECTRICIAN: LAUREN ACKERT

THE FOLLOWING ARE USA POWER REQUIREMENTS AND MUST BE 120/208V, 60 Hz, THREE (3) PHASE, FIVE (5) WIRE UNLESS SPECIFIED OTHERWISE.

POWER REQUIREMENTS AND LOCATIONS:

Femme Fatale touring requires a total: 2600 amps, 120/208 volt 3 phase.

Ideal locations:

- **Stage Right: two (2) 400 amp, one (1) 200 amp, one (1) 100 amp**
- **Stage Left: two (2) 400 amp, one (1) 300 amp, one (1) 200 amp**
- **FOH: one (1) 200 amp**

A. Lighting

- **Three (3) 400 amp 120/208 volt 3 phase services**
- **One (1) 200 amp 120/208 volt 3 phase services**

B. Rigging / Cyberhoists & TAIT Motion Control

- **One (1) 400 amp 120/208 volt 3 phase service**

C. Audio

- **One (1) 400 amp (or 2 x 200A) 120/208 volt 3 phase service**

D. Video

- **One (1) 300 amp 120/208 volt 3 phase service**

E. Special Effects

- **One (1) 100 amp, 120/208 volt 3 phase service**

F. House Spotlights

- **Six (6) L21-30 amp OR L6-30, 30 amp 3 phase service 120/208V**

G. Buses

- **Eighteen (18) buses, 50 amp (shore power) single phase per coach within fifty feet (50') of the parking area.**

Please discuss in advance where this power drop will be located.

H. Laundry Machines

- **Two (2) Washers (each 15 amp GFCI 120 volt), Two (2) Dryers (each 30 amp, 1 phase, 120/208 volts), possible location Zamboni area**

STAGE & MIX POSITION (SEE RIDER)

WE PROVIDE OUR CUSTOM MADE STAGE: _____

MIX POSITION PROVIDED BY VENUE: _____

FORKLIFTS:

TYPE OF FORK LIFTS: 5000 LB CAPACITY FORKS FOR LOAD IN AND LOAD OUT
mitsubishi 15 FT MINIMUM LIFT

OF FORKLIFTS: _____ 3

WILL ADDITIONAL FORKS/LESS FORKS BE NEEDED FOR VENUE: _____

CONFIRM WITH PAUL C BEFORE ORDERING!! _____

HOUSE SPOTS:

TYPE OF SPOTS: 3K XENON SUPER TROUPERS FOLLOW SPOTS THAT MATCH IN INTENSITY AND COLOR

OF SPOTS 6 SPOTS

LOCATIONS: see diagram

CAN HOUSE SPOTS BE MOVED: no

INTERCOM AND POWER AT ALL SPOT LOCATIONS: yes

PYRO, GASSES, AMBIENT HAZING:

THE TOUR HAS HAZING, LASERS AND PYROTECHNICS DURING THE SHOW.

(GERBS, CRYO JETHEAD, COMETS, MINES, FLASH & BANG, AIRBURST, AND SDP)

CONFETTI CANNONS WILL ALSO BE USED IN THE SHOW. THE CONFETTI WILL BE A PAPER & MYLAR MIX.

(PLEASE LET US KNOW PRIOR TO SHOW DATE IF THE BUILDING HAS AN ISSUE WITH CONFETTI)

ALL LOCAL FIRE MARSHAL ADVANCES WILL BE MAKE BY PYRO VENDOR PYROTECH.)

PYRO:

CONTACT: FIONA THAIN

CELL:

TEL: 905 479-9991

EMAIL

ANY PERMITS OR CLEARANCES NECESSARY FOR PYRO yes

FIRE MARSHAL INFO: run by state fire marshal

GASSES NEEDED:

IMPORTANT: DELIVER ALL GASSES DAY BEFORE THE SHOW

32 - 50 LBS SIPHONED CO2 CYLINDERS
8 - 50 LBS CO2 GAS CYLINDERS
4 - 20 LBS CO2 GAS CYLINDERS
4 - 10-20LB CO2 GAS CYLINDERS
4 - PORTABLE OXYGEN TANKS WITH CLEAN UNUSED MASKS

AMBIENT HAZING TIME: _____

CONFETTI CANNONS: WILL BE USED AT END OF SHOW.
MAKE SURE CLEANING CREWS ARE PREPARED TO CLEAR THE FLOOR IMMEDIATELY
AFTER SHOW

BARRICADE:

TOUR PROVIDED BARRICADE: CUSTOM BUILT _____

IN HOUSE BIKE RACK BARRICADE NEEDED: _____

LOCATIONS: _____

SECURITY:

CREDENTIALS PLAN: ALL LOCAL HELP, VENDORS, BUILDING PERSONNEL, STAGEHANDS WILL BE REQUIRED
TO HAVE A PHOTO TOUR CREDENTIAL FROM TOUR SECURITY.
THERE WILL BE A TOUR CREDENTIALING STATION SETUP AT LOAD IN AT THE LOADING DOCK

SECURITY MEETING: _____

POLICE ASSISTANCE WITH RUNNER: _____

PLEASE PROVIDE COST ESTIMATE: _____

SOUNDCHECK / DOORTIME:

SOUND CHECK TIMES: _____

DOORS OPENING: NOT TO BE OPENED TO FACILITY WITHOUT PERMISSION FROM BS PRODUCTION MANAGER
MANDATORY DOOR TIME 7:00PM

HOUSE LIGHT RIBBONS: MUST BE AT NO COST

POSTED SIGNED AT PATRON ENTRANCES: _____

NO RECORDING DEVICES OF ANY TYPE. PLEASE BE ADVISED WE USE STROBES, LASERS & PYRO IN PERFORMANCE.

AMBIENT VENUE LIGHT: _____

CONFIRM ALL DOORWAYS, VOMS, HALLWAYS, ENTRANCES MUST BE CURTAINED OFF:

(SHOW REQUIRES A DARK ATMOSPHERE) _____

CONFIRM ALL LIGHTS NOT REQUIRED BY LOCAL SAFETY MUST BE TURNED OFF:

PRIVATE BOXES AND SUITES. _____

CATERING CONTACT INFO:

TOUR CATERING COORDINATOR: MICHAEL GLAZER

CELL:

EMAIL:

BUILDING CATERING CONTACT INFO: _____

CELL: _____

EMAIL ADDRESS: _____

****MICHAEL GLAZER WILL ADVANCE ALL CATERING AND SPECIAL REQUESTS.**

LOCAL HELP:

RUNNERS:

3 PRODUCTION RUNNERS: 2 WITH CARS, 1 WITH 15 PASSENGER VANS

2 MGMT RUNNER: WITH 15 PASSENGER VANS: TIME TO BE CONFIRMED BY ASST TO TOUR MGR.

1 CATERING/AMBIENCE RUNNER: WITH MINI VAN (OR IF RUNNERS PERSONAL IS SUV OR LARGE VEHICLE)

AMBIENCE STAFF:

3 TO ASSISTANT BACKSTAGE MANAGER _____

TOWELS:

VENUE PROVIDE 10 DOZEN TOWELS _____

DOCTOR INFO:

NAME: _____

CELL: _____

TOUR OFFICES:

1 PRODUCTION - 1 DHCP INTERNET CONNECTION

1 TOUR MANAGEMENT - 1 DHCP INTERNET CONNECTION

1 LNGT - 1 DHCP INTERNET CONNECTION - 1 PHONE LINE

1 REIGN DEER (NEXT TO OR ADJOINING TO TRI-STAR) - 1 DHCP INTERNET CONNECTION

- 1 TRI-STAR (NEXT TO OR ADJOINING TO REIGN DEER)
- 1 CATERING DINING AREA (PREFERABLY IN UPPER CONCOURSE BEHIND STAGE)
- 1 PYRO ROOM (LOCKABLE AND BACKSTAGE)

DRESSING ROOMS:

REQUEST HOUSE FURNITURE: _____

IS THERE PIPE AND DRAPE AVAILABLE: no _____

HOW MUCH: _____

REHEARSAL AREA:

- 1 LARGE GYM AREA/PRACTICE COURT FOR ARTIST DANCE REHEARSALS (11AM TO 4PM)

no _____

PRESHOW MEET & GREET / BACKSTAGE TOUR

- 1 PRESHOW MEET AND GREET EVERY NIGHT FOR ROUGHLY 25 PEOPLE.

CONTACTS: JOYA CLEVELAND AND FELICIA CULLOTTA

VIP PARTY COOR: JOYA CLEVELAND

CELL:

EMAIL:

WASHER & DRYER HOOK UP:

- 2 WASHERS AND 2 DRYERS. PREFERABLE IN THE ZAMBONI AREA

VENUE WASHERS & DRYERS USE: _____

LOCATION: _____

Britney Spears

Femme Fatale Tour

Tour Contacts:

Production Manager - Paul Chavarria

Production Coordinator - Anna Frangos

Head Rigger - Bill Rengstl

Tour Manager - Flo Tse

Asst. Tour Manager - Matt Mchale

Live Nation Global Touring Road Contacts

Tour Director - Ciaran Flaherty

Tour Operations - Rick Sobkowiak

Artist Ticketing - Stacey Saari

Trucks and Busses

21 - Production trucks + 1 merch and 1 support/merch.

18 - Busses

Gasses (per show)

32 - 50lb Siphoned CO2 cylinders
8 - 50lb CO2 Gas cylinders
4 - 20lb CO2 Gas Cylinders
4 - 10-20lb CO2 Fire Extinguishers
4 - Portable oxygen tank with clean unused masks

Please have all Gasses delivered a day before the show.

Local help / Runners

4 - Production runners 2 person cars 2 with 15 passenger vans
1 - Tour management runner with a 15 passenger van
1 - Catering runner with mini van (or if runners personal is SUV or large vehicle)
3 - Wardrobe Assistants. (Utility Labor)
3 - Ambiance assistants / building ops etc..

***To Be Confirmed by Paul C. ***

Catering

We are using local catering, but have Michael Glazer on tour with us as the catering liaison and he will be in touch with the local caterers to let them know our needs. Check with Michael for any other special catering needs and numbers.

The tour would prefer to have catering dining area in upper rear concourse behind stage if possible

Catering Liaison - Michael Glazer

Towels

The tour is traveling with towels, but we will need you to order 4 dozen for the support acts.

House Spots

The tour will require 6, 3k xenon super troupers follow spots that match in intensity and color.

(Spot lights will be in prime positions. Please see diagram for each City)

Forklifts

4 – 5000 lb capacity forks are needed for Load in and Load out. They ideally should have a 15ft minimum lift. 2 of the forks should have long forks and 2 should be standard.

*** (This may change subject to Production Managers advance) ***

If your venue has adequate loading docks you may use less forks.

i.e. Only 2 Forks needed. 1 long fork, 1 short fork.

*** **Before ordering any forks Please Confirm with Paul Chavarria** ***

Washer and Dryer hookup

Water and electrical hookups are needed for: 2 Washers and 2 dryers. Preferably in the Zamboni area..

Pyrotechnics

The tour has hazing ,lasers and pyrotechnics during the show. (Gerbs, Cryo Jet Head, Comets, Mines, Flash & Bang, Airburst, and ,SPD) Confetti cannons will also be used in the show. The confetti will be a paper & Mylar mix. **(Please let us know prior to show date if the building has an issue with confetti.)** All local fire Marshall advances will be made by pyro vendor Pyrotech.

Pyrotech Vendor Contact - Fiona Thain
Tel: (905) 479-9991

Chair Crews

Pre Show: On a typical show day production should have the floor ready to start setting chairs by 2pm. Please coordinate with Paul and Rick on show day about game plan for setting and taking down of chairs.

Post Show: Chair crews should be ready to clear chairs immediately after show.

*** **Confetti cannons will be used at the end of show. Please make sure cleaning crews are aware and ready to clear the floor immediately after show** ***

Power Needs

House electrician needs to be present at the beginning of show day throughout the day until the end of load out. They will need to report to Lauren Ackert.

Tour Electrician - Lauren Ackert

The following are USA power requirements and must be 120/208V, 60 Hz, three (3) phase, five (5) wire unless specified otherwise. The tour is carrying 150' of cable per service. Ant additional cable will need to be venue provided.

Femme Fatale touring requires a total: 2600 amps, 120/208 volt 3 phase.

Ideal locations:

- Stage Right: two (2) 400 amp, one (1) 200 amp, one (1) 100 amp
- Stage Left: two (2) 400 amp, one (1) 300 amp, one (1) 200 amp
- FOH: one (1) 200 amp

A. Lighting

- Three (3) 400 amp 120/208 volt 3 phase services
- One (1) 200 amp 120/208 volt 3 phase services

B. Rigging / Cyberhoists & TAIT Motion Control

- One (1) 400 amp 120/208 volt 3 phase service

C. Audio

- One (1) 400 amp (or 2 x 200A) 120/208 volt 3 phase service

D. Video

- One (1) 300 amp 120/208 volt 3 phase service

E. Special Effects

- One (1) 100 amp, 120/208 volt 3 phase service

F. House Spotlights

- Four (4) L21-30 amp OR L6-30, 30 amp 3 phase service 120/208V

G. Buses

- Eighteen (18) buses, 50 amp (shore power) single phase per coach within fifty feet (50') of the parking area. Please discuss in advance where this power drop will be located.

H. Trucks

- Twenty-Three (23) trucks, 30 amp (shore power) single phase per truck within fifty feet (50') of the parking area. Please discuss in advance where this power drop will be located.

I. Laundry Machines

- Two (2) Washers (each 15 amp GFCI 120 volt), Two (2) Dryers (each 30 amp, 1 phase, 120/208 volts), possible location Zamboni area

Dressing Rooms

*****Also, we need a large gym area/ practice court for Artist dance rehearsals during the day. (Access needs to be available from 11am to 4pm)*****

Offices

- 1 - Production - 1 DHCP internet connection
- 1 - Tour Management - 1 DHCP internet connection
- 1 - LNGT - 1 DHCP internet connection 1 phone line
- 1 - Reign Deer (Next to or adjoining to Tri-Star) - 1 DHCP internet connection
- 1 - Tri-Star (Next to or adjoining to Reign Deer)
- 1 - Security office

Misc Rooms

- 1 - Tech Room
- 1 - Hospitality Room
- 1 - Security
- 1 - Catering dining Area (preferably in upper concourse behind stage)
- 1 - Pyro room that is lockable and backstage

Pre show Meet and Greet / Back Stage Tour

There will be a preshow meet and greet every night for roughly 30 people. Also, there will be a backstage tour for 200 people every night. These are special ticket packages that were sold to fans. Joya Cleveland and Felicia Cullotta will coordinate all backstage tours and Meet and Greets.

VIP Party Coordinator - Joya Cleveland

Security

Tour Venue Security Rep - Randy Jones

Femme Fatale Show Times North America
2011

6:00 PM - DOORTIME

7:00 – 7:35 - NERVO/ JESSE & THE TOYBOYS

7:35 – 7:45 - SET CHANGE

7:45 – 8:30 - NICKI MINAJ

8:30 – 9:15 - SET CHANGE

9:15 – 10:45 - BRITNEY SPEARS

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of July, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Britney Spears

Date: August 5, 2011

Time: 7:00 pm - ~~10:30 pm~~ 11:00 pm

Event Length: $3\frac{1}{2}$ hours



c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 4:00 a.m. on the 5th day of August, 2011 and to the 6th day of August, 2011 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all applicable rights, and agreements, required for the presentation of the event.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during

settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts or collected revenues up to the amount of sums necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a mutually agreed upon contingency pending satisfactory monetary resolution for any such building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE and shall be further subject to the provisions contained in Section 28 of this Agreement. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public, which shall be reasonably based on the nature of the Event and the anticipated attendance. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than a force majeure occurrence or a breach of this Agreement by LICENSOR, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement that are unable to be mitigated after LICENSOR'S reasonable efforts to do so.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract or a confirmed offer in accordance with industry custom with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Britney Spears
Nikki Minaj

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring LICENSE'S operations in connection with the event contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to the specific performers. The LICENSEE shall list the LICENSOR as an additional insured as respects the liabilities assumed herein by LICENSEE on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or knowingly permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

Subject to the provisions of Section 28, if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to the original condition as received by LICENSEE at load-in, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

As between LICENSEE and LICENSOR, LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building

and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE (other than LICENSOR or its employees, agents, or contractors). LICENSEE may or may not insure the obligation in Section 28 for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR in advance of the event. In the event of a cancellation of LICENSEE'S insurance or any major change in coverage, notice thereof shall be provided to LICENSOR in accordance with LICENSEE'S policy provisions.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the reasonable rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will promptly desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space in connection with the presentation of the Event (as opposed to the day-to-day operation of the Arena) as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of any act, omission, breach or negligence of the LICENSEE (or its employees, agents or contractors) in connection with the Event or any operations of LICENSEE otherwise contemplated by this Agreement. This obligation includes reasonable, outside attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision shall not extend to any claims arising from (a) the sole negligence or willful misconduct of the LICENSOR, or its employees, agents or contractors or (b) structural or premises-related defects of the Arena.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts of LICENSEE for all unpaid license fees, reimbursable expenses and taxes, only up to the amount of sums due by LICENSEE due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it reasonably necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA (provided it is safe to do so) or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE (or the artist) shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, who shall provide for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards taken off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the

license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the live performance of copyrighted music used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of the live performance of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement (but not the artistic content thereof) and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above. LICENSOR acknowledges and agrees that it is generally aware of the content of the Event as contemplated herein and that it does not violate any of the provisions contained in this section.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse by LICENSEE of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premises for business purposes upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with a number of credential passes for key working personnel as determined by LICENSEE (in conjunction with the tour).

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to any property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement, except to the extent any claims arise out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, except to the extent any such loss, injury or damage arises out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. Any watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice to LICENSEE, and a reasonable opportunity for LICENSEE to remove same, dispose of said property as it may see fit,

whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will reimburse LICENSOR any actual and documented sums as shall be necessary to restore said premises to their same condition as received by LICENSEE at load-in of the Event, ordinary wear and tear excepted. LICENSEE'S liability for damage of the nature described in this section shall be subject to LICENSOR providing LICENSEE with notice of and an opportunity to inspect same within 48 hours following the end of the Event. LICENSEE shall not be liable for any pre-existing conditions or damage caused by the LICENSOR, or its employees, agents, or contractors. LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence beyond the reasonable control of either party shall render the fulfillment of this lease by either party impossible or impracticable, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall be refunded any deposits paid prior to such termination and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate

the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity, or reschedule, without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity or reschedule, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR, provided, however, that LICENSEE is in agreement with the determination of the rental fee adjustment.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right, except to the extent such damages arise out of the gross negligence or willful misconduct of LICENSOR, or its officers, employees, agents or contractors.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:00 pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public. Notwithstanding the foregoing, LICENSOR acknowledges that LICENSEE generally maintains a "no refunds" policy, and LICENSOR shall make reasonable efforts to consult with LICENSEE prior to issuing such refunds if practicable.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements within a mutually agreed upon time prior to the start of the Event and further provided that such announcement(s) do not unreasonably interfere with LICENSEE'S Event, which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit

the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any material covenant or agreement therein contained, and LICENSEE fails to cure same within a reasonable period of time following notice thereof from LICENSOR, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which either party is unable to avoid by exercise of due diligence, that party shall have no obligation or liability whatsoever to the other party as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and reasonable discretion, it deems the action(s) of LICENSEE or its agents to (i) place the patrons or LICENSOR or its employees, agents, or contractors in an unsafe situation; or (ii) the performance has been altered from the typical content of the Event, in such a manner as to be considered

inappropriate. For the avoidance of doubt, the provisions of this Section 42 shall expressly be subject to the cure period referenced in Section 39.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the reasonable discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager except those matters resulting in an increase of LICENSEE'S assumption of liability hereunder.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.


49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analysis and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish – Executive Vice President Facilities

LIVE NATION WORLDWIDE, INC.

By 
Kevin Morrow

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
PL1	\$350.00
PL2	\$175.00
PL3	\$ 99.50
PL4	\$ 59.50
PL5	\$ 29.50

The ticket price includes a \$3.50 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to all luxury suites in the ARENA. The tickets in all luxury suites allocated to the IZOD Center/NJSEA or leased on an annual basis are complimentary. All other luxury suites shall be available for purchase through the IZOD Center for which the sale of each ticket shall be included in the overall gross.
- B. Suite 121 shall be allocated to the LICENSEE


3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

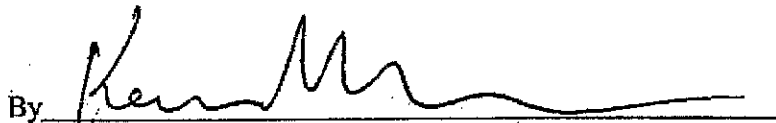
LICENSOR: 20 tickets shall be allocated to the LICENSOR per show.

LICENSEE: As determined by LICENSEE

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish – Executive Vice President Facilities

LIVE NATION WORLDWIDE, INC.

By  _____
Kevin Morrow

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of June, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Cardenas Marketing Network Inc. at 3625 NW 82nd Avenue, Suite 200, Miami, FL 33166 and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all scaling areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:


Marc Anthony
 Date: September 9, 2011
 Time: 8:00 pm - 11:00 pm
 Event Length: 3 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 4:00 a.m. on the 9th day of September, 2011 and to the 10th day of September, 2011 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all applicable rights, and agreements, required for the presentation of the event.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$50,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during

\$5,000 

SEP-07-2011 WED 03:57 PM MEADOWLANDS EVENT MKTG

P. 02

settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts or collected revenues up to the amount of sums necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a mutually agreed upon contingency pending satisfactory monetary resolution for any such building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event and shall be further subject to the provisions contained in Section 28 of this Agreement.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public, which shall be reasonably based on the nature of the Event and the anticipated attendance. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. **ALL SEATING WILL BE RESERVED.**

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than a force majeure occurrence or a breach of this Agreement by LICENSOR, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement that are unable to be mitigated after LICENSOR'S reasonable efforts to do so.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract or a confirmed offer in accordance with industry custom with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Marc Anthony

b. Production of the participants in the event.

a. Payment to the participating individuals of all monies due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

IF LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

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NOT APPLICABLE**9. INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring LICENSEE'S operations in connection with the event contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to the specific performers. The LICENSEE shall list the LICENSOR as an additional insured as respects the liabilities assumed herein by LICENSEE on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or knowingly permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

Subject to the provisions of Section 28, if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to the original condition as received by LICENSEE at load-in, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

As between LICENSEE and LICENSOR, LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE (other than LICENSOR or its employees, agents, or contractors). LICENSEE may or may not insure the obligation in Section 28 for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR in advance of the event. In the event of a cancellation of LICENSEE'S insurance or any major change in coverage, notice thereof shall be provided to LICENSOR in accordance with LICENSEE'S policy provisions.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the reasonable rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will promptly desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space in connection with the presentation of the Event (as opposed to the day-to-day operation of the Arena) as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of any act, omission, breach or negligence of the LICENSEE (or its employees, agents or contractors) in connection with the Event or any operations of LICENSEE otherwise contemplated by this Agreement. This obligation includes reasonable, outside attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision shall not extend to any claims arising from (a) the sole negligence or willful misconduct of the LICENSOR, or its employees, agents or contractors or (b) structural or premises-related defects of the Arena.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts of LICENSEE for all unpaid license fees, reimbursable expenses and taxes, only up to the amount of sums due by LICENSEE due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public

utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it reasonably necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA (provided it is safe to do so) or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE (or the artist) shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, who shall provide for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards taken off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSEE and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting.

18. RECORDING

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. COPYRIGHTS

LICENSEE will assume all costs arising from the live performance of copyrighted music used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of the live performance of any such materials described above.

20. PERFORMANCE APPROVAL

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement (but not the Artistic content thereof) and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above. LICENSOR acknowledges and agrees that it is generally aware of the content of the Event as contemplated herein and that it does not violate any of the provisions contained in this section.

21. UTILITY CONNECTIONS

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. ELECTRICITY

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. WATER

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting

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to them on account of misuse by LICENSEE of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premises for business purposes upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with a number of credential passes for key working personnel as determined by LICENSEE (in conjunction with the tour).

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to any property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement, except to the extent any claims arise out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, except to the extent any such loss, injury or damage arises out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. Any watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSEE may upon five (5) days notice to LICENSEE, and a reasonable opportunity for LICENSEE to remove same, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFAACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will reimburse LICENSOR any actual and documented sums as shall be necessary to restore said premises to their same condition as received by LICENSEE at load-in of the Event, ordinary wear and tear excepted. LICENSEE'S liability for damage of the nature described in this section shall be subject to LICENSOR providing LICENSEE with notice of and an opportunity to inspect same within 48 hours following the end of the Event. LICENSEE shall not be liable for any pre-existing conditions of damage caused by the LICENSOR, or its employees, agents, or contractors. LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence beyond the reasonable control of either party shall render the fulfillment of this lease by either party impossible or impracticable, including but without limitation therein, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall be refunded any deposits paid prior to such termination and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity, or reschedule, without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity or reschedule, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR, provided, however, that LICENSEE is in agreement with the determination of the rental fee adjustment.

32. **OBJECTIONABLE PERSONS**

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LICENSOR reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right, except to the extent such damages arise out of the gross negligence or willful misconduct of LICENSOR, or its officers, employees, agents or contractors.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00 pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public. Notwithstanding the foregoing, LICENSOR acknowledges that LICENSEE generally maintains a "no refunds" policy, and LICENSOR shall make reasonable efforts to consult with LICENSEE prior to issuing such refunds if practicable.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements within a mutually agreed upon time prior to the start of the Event and further provided that such announcement(s) do not unreasonably interfere with LICENSEE'S Event, which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any material covenant or agreement therein contained, and LICENSEE fails to cure same within a reasonable period of time following notice thereof from LICENSOR, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which either party is unable to avoid by exercise of due diligence, that party shall have no obligation or liability whatsoever to the other party as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and reasonable discretion, it deems the action(s) of LICENSEE or its agents to (i) place the patrons or LICENSOR or its employees, agents, or contractors in an unsafe situation; or (ii) the performance has been altered from the typical content of the Event, in such a manner as to be considered inappropriate. For the avoidance of doubt, the provisions of this Section 42 shall expressly be subject to the cure period referenced in Section 39.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the reasonable discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager except those matters resulting in an increase of LICENSEE'S assumption of liability hereunder.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such name as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analysis and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By


James R. Minish - Executive Vice President Facilities

CARDENAS MARKETING NETWORK, INC.

By


Andrea Lores

LIVE NATION WORLDWIDE, INC.

By


Jason Miller

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

I. TICKET PRICES - CONFIGURATION

A. Net Capacity - TBD

<u>Area</u>	<u>Price</u>
PL1	\$153.50
PL2	\$128.50
PL3	\$ 93.50
PL4	\$ 78.50
PL5	\$ 58.50

included in

The \$3.50 facility fee, which the LICENSOR will be entitled to retain, is on-top-of the ticket prices above. Notwithstanding the foregoing, LICENSOR shall pay \$1.50 (pre tax) of the facility fee to Cardenas Marketing Network, Inc. at settlement. The facility fee is subject to the 7% NJ State Sales Tax.

- \$1.50 to be split evenly between CMA and Live Nation

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

JM

2. SUITE REVENUE DISTRIBUTION

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to all luxury suites in the ARENA. The tickets in all luxury suites allocated to the IZOD Center/NJSEA or leased on an annual basis are complimentary. All other luxury suites shall be available for purchase through the IZOD Center for which the sale of each ticket shall be included in the overall gross.
- B. Suite 121 shall be allocated to the LICENSEE

3. COMPLIMENTARY TICKET DISTRIBUTION

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

JRM
LICENSOR: ²⁰ Tickets shall be allocated to the LICENSOR per show.
LICENSEE: As determined by LICENSEE

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By *James R. Minish*
James R. Minish - Executive Vice President Facilities

Cardenas Marketing Network, Inc.

By *Andres Lopez*
Andres Lopez

Live Nation Worldwide, Inc.

By *Jason Miller*
Jason Miller

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

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included in

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\$1.50 to be split evenly between CMN and Live Nation

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B. Suite 121 shall be allocated to the LICENSEE

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as LICENSOR, and American Idol Productions, Inc., 7800 Beverly Blvd., Suite 251, Los Angeles, CA 90036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

American Idol Auditions

IZOD CENTER

Dates: September 19, 2011 – Setup Day
 September 20, 2011 – Registration Day – 24 hrs.
 September 21, 2011 – Registration Day – 24 hrs.
 September 22, 2011 – Audition Day – 24 hrs.

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 9:00 a.m. on the 19th day of September, 2011 and to the 23rd day of September, 2011 at 12:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the following sums as License Fees based on occupancy dates:

- September 19, 2011 – Setup Day - \$5,000 plus expenses
- September 20, 2011 – Registration Day - \$25,000 plus expenses
- September 21, 2011 – Registration Day - \$25,000 plus expenses
- September 22, 2011 – Audition Day - \$25,000 plus expenses

The License Fee and expenses shall be paid under the following payment schedule:

- \$50,000 non-refundable deposit upon contract signing but no later than August 19, 2011
- \$30,000 and 100% (\$109,668) of estimated expenses = \$139,668 by September 6, 2011

Final settlement within 45 business days after the close of the Event.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE also will be required to pay for insurance, ticket printing, any applicable sales taxes (New Jersey State 7% sales tax on ticket (if sold) s & applicable merchandise), phone charges, T1 lines, ASCAP/BMI/SESAC Music License Fees, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any (reasonable wear and tear excepted), has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 45 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before the Event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by LICENSOR.

6. **CANCELLATION BY LICENSEE**

Except as provided under Paragraph 40 of this Agreement, should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement. Notwithstanding anything to the contrary in the principal agreement, in the event of cancellation by LICENSEE (for reasons other than force majeure as set forth below), LICENSOR will use commercially reasonable efforts to rebook space on a priority basis and to otherwise mitigate its damages, and LICENSEE'S cancellation fee shall be reduced accordingly should LICENSOR be able to subsequently rebook the space on the specified dates.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. The acts to be supplied by the LICENSEE are as follows:

American Idol Auditions

b. Production of the participants in the event.

c. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows: TBD

8. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

LICENSOR represents and warrants that: (i) LICENSOR has the full right to enter into this agreement and to perform its obligations hereunder and is not subject to any obligation or disability which will or might prevent or interfere with LICENSOR fully keeping and performing all of its agreements hereunder; and (ii) LICENSOR is in full compliance with any and all rules, laws, regulations, ordinances, etc., promulgated by any federal, city, local or other entity, agency or organization, including without limitation any health and safety, fire, police, and/or construction ordinances in connection with facilities of similar nature and locale which are used for the purposes intended by LICENSEE.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. Subject to LICENSEE'S indemnification above, LICENSOR shall indemnify and hold harmless LICENSEE and its parent, affiliated and subsidiary companies and LICENSEE'S successors and assigns, and the respective owners, officers, directors, agents, and employees of each, and its invitees, from and against all liability, actions, claims, demands, losses or damages (including reasonable attorneys' fees) caused by or arising out of: (i) the condition of the ARENA'S premises; (ii) the sole negligent or intentional acts or omissions of LICENSOR, its agents, subcontractors and or employees; and/or (iii) any breach or default hereunder by LICENSOR.

12. **LIEN**

This paragraph intentionally left blank.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security. LICENSOR shall consult meaningfully with LICENSEE'S own security personnel throughout the planning and execution of this Event.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75% LICENSEE / 25% ARAMARK with taxes, bootleg security and credit cards off the top for all merchandise sold at the Event - Aramark sells

d. Fan Festival Booth – LICENSOR agrees that LICENSEE will be setting up a “Fan Festival” booth/table at the Event in an area of the ARENA (LICENSEE understands the space limitations on the ARENA concourse and may need to use outside areas) to be mutually decided by the parties. The booth/table area shall be approximately 10-feet by 25-feet. LICENSEE shall be permitted to set up a karaoke machine and sell (subject to the merchandise deal outlined in paragraph 15 (c) above) and supply information regarding American Idol merchandise from the Fan Festival booth/table using its own employees, licensees, or contractor and using Aramark merchandise sellers for selling any merchandise. Licensee will be solely responsible for obtaining all necessary permits and complying with all regulations regarding the sale of merchandise, if any.

16. **BROADCAST RIGHTS**

LICENSEE reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such broadcasting privileges. The LICENSOR shall not charge any fee for the origination of news broadcasts. LICENSEE certifies and attests that there will be no live broadcasts of the Event.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney’s fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSOR acknowledges that LICENSEE is the owner of all broadcast rights in and copyright of the photography and/or recordings made during the Event at the ARENA, and that LICENSEE, its successors and assigns have the irrevocable and perpetual right, throughout the universe, in any manner and in any media now known or hereafter devised to use and exploit the films, photographs, and recordings made during the Event at the ARENA in such manner and to such extent as LICENSEE desires. LICENSOR has the right to require advance payment to the LICENSOR by LICENSEE of any estimated related costs (applicable union requirement costs) to be incurred by the LICENSOR for recording privileges. LICENSEE and its licensees, assigns, and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, programs, products (including interactive and multimedia products), photographs and recordings made during the Event at the ARENA, and in the advertising, promotion and publicity thereof, in perpetuity throughout the universe. LICENSOR hereby acknowledges that neither LICENSOR or any tenant, or other party now or hereafter having an interest in the ARENA, has any interest in LICENSEE’S photography or recording made during the Event at the ARENA. LICENSOR’S sole remedy for breach of this contract by LICENSEE shall be an action for money damages. In no event will LICENSOR be entitled to injunctive relief against

LICENSEE, its successors and/or assignees or any other party arising out of any use of said photography and recordings.

Nothing contained herein grants the LICENSEE the permission or rights to use the trademarks, logos or other protected marks of the Meadowlands Sports Complex or any of the teams or advertisers that utilize the ARENA and the Sports Complex in any films, recordings or photographs made at the Event. For avoidance of doubt, LICENSEE may use the ARENA'S name and address in advertising for the Event and in connection with the program "American Idol".

LICENSEE agrees that the films, recordings or photographs for which scenes from the Meadowlands Sports Complex and ARENA are subsequently used by LICENSEE, that LICENSEE shall not portray LICENSOR, the Meadowlands Sports Complex, the ARENA or the State of New Jersey in a negative manner.

LICENSOR shall have no responsibility or liability for the filming, recording or photography made by LICENSEE at the Event (including ad lib remarks of announcers and participants) including, but not limited to responsibility or liability for any violation of any rights of others by such filming, recording or photography. To the extent, it is responsible for the filming, recording and photography of the Event, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from any filming, recording, photography or any subsequent uses of such filming, recording or photography made at the Event.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including reasonable legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. LICENSOR hereby acknowledges approval of the American Idol Auditions event based on the information provided by LICENSEE to LICENSOR. LICENSOR retains such right of approval should such Event content change.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by the LICENSOR or its designee, which will retain and be entitled to all receipts from the parking. 75 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR or its designee. Parking for the Event will be \$15.00 per car and \$30.00 per bus.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or

costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All permanent advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at TBD.

33. **REFUND OF TICKET REVENUE**

There are no paid tickets to this Event.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent of \$5,000 per hour plus expenses at the LICENSOR'S sole discretion.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval. Notwithstanding the foregoing, LICENSEE may assign, license and/or transfer any and all rights pertaining to the ownership, distribution and exploitation of the copyright of the program American Idol.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR, and (if practical) after written notice of such default and a reasonable time to cure, shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR and/or LICENSEE or which the LICENSOR and/or LICENSEE is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof; LICENSEE shall have no obligation to LICENSOR, including the obligation to make any payments described in Paragraph 6; and LICENSOR shall refund the deposit described in Paragraph 6.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its reasonable judgment and sole reasonable discretion, it deems the work (or services, etc.) being performed by (or

provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. In the event that the LICENSOR files an objection(s), LICENSEE has the right to cure such objection(s). LICENSOR, after LICENSEE exercised its right to cure to the dissatisfaction of the LICENSOR, shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event. Notwithstanding the foregoing, LICENSOR deems the nature of the Event appropriate.

42. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought to enforce the terms of this Agreement shall be filed in a court located in the State of New Jersey.

46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

48. **SUITES**

- a. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).

- b. The LICENSOR has the right to hold seats for suite relocation for obstructed view suites due to production. These relocated seats are complimentary.
- c. Suite 121 shall be allocated to the LICENSEE.

49. **EVENT SPONSORSHIP**

LICENSOR has provided a list of LICENSOR'S exclusive sponsors at the ARENA to LICENSEE. LICENSOR is entitled to all receipts from such exclusive sponsors. LICENSEE understands that Coca-Cola is an exclusive sponsor at the ARENA, therefore LICENSEE shall be permitted to display, advertise or distribute any materials from Coca-Cola, a sponsor of the American Idol Auditions, at the ARENA during the Event.

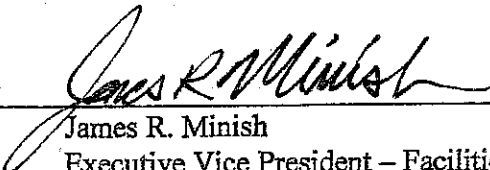
The approved American Idol Audition sponsors listed below are not in competition with the ARENA exclusive sponsors and LICENSOR hereby approves of such sponsors to have sponsorship presence at the Event. All materials, displays, advertisements and distributions are subject to the approval of the LICENSOR. The LICENSOR and LICENSEE shall mutually agree on areas for the sponsors to setup their materials. Any additional sponsorships are subject to the approval of the LICENSOR.

Sponsorship activation shall be mutually agreed upon by the parties.

50. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President - Facilities

 AMERICAN IDOL PRODUCTIONS, INC.

By 
Suzanne Lopez
EVP, Business and Legal Affairs

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of September, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer; or ARENA Manager hereinafter referred to as LICENSOR, and American Idol Productions, Inc., 7800 Beverly Blvd., Suite 251, Los Angeles, CA 90036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

American Idol Auditions – EP Round

IZOD CENTER

September 24, 2011 – Audition Day – 7am – 6pm

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 9:00 a.m. on the 23rd day of September, 2011 and to the 25th day of September, 2011 at 9:00 p.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit

for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the following sums as License Fees based on occupancy dates:

-September 24, 2011 – Registration Day - \$8,500 plus expenses

The License Fee and expenses shall be paid under the following payment schedule:

-\$8,500 and 100% (\$25,935) of estimated expenses = \$34,435 by September 24, 2011

Final settlement within 45 business days after the close of the Event.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay to LICENSOR all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE also will be required to pay for insurance, ticket printing, any applicable sales taxes (New Jersey State 7% sales tax on tickets & applicable merchandise), phone charges, T1 lines, ASCAP/BMI/SESAC Music License Fees, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any (reasonable wear and tear excepted), has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 45 business days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before the Event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by LICENSOR.

6. **CANCELLATION BY LICENSEE**

Except as provided under Paragraph 40 of this Agreement, should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement. Notwithstanding anything to the contrary in the principal agreement, in the event of cancellation by LICENSEE (for reasons other than force majeure as set forth below), LICENSOR will use commercially reasonable efforts to rebook space on a priority basis and to otherwise mitigate its damages, and LICENSEE'S cancellation fee shall be reduced accordingly should LICENSOR be able to subsequently rebook the space on the specified dates.

7. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. The acts to be supplied by the LICENSEE are as follows:

American Idol Auditions – EP Round

b. Production of the participants in the event.

c. LICENSEE shall, at its sole cost and expense, direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows: TBD

8. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such

General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

9. COMPLIANCE WITH LAWS AND REGULATIONS

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

LICENSOR represents and warrants that: (i) LICENSOR has the full right to enter into this agreement and to perform its obligations hereunder and is not subject to any obligation or disability which will or might prevent or interfere with LICENSOR fully keeping and performing all of its agreements hereunder; and (ii) LICENSOR is in full compliance with any and all rules, laws, regulations, ordinances, etc., promulgated by any federal, city, local or other entity, agency or organization, including without limitation any health and safety, fire, police, and/or construction ordinances in connection with facilities of similar nature and locale which are used for the purposes intended by LICENSEE.

10. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

11. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes reasonable attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. Subject to LICENSEE'S indemnification above, LICENSOR shall indemnify and hold harmless LICENSEE and its parent, affiliated and subsidiary companies and LICENSEE'S successors and assigns, and the respective owners, officers, directors, agents, and employees of each, and its invitees, from and against all liability, actions, claims, demands, losses or damages (including reasonable attorneys' fees) caused by or arising out of: (i) the condition of the ARENA'S premises; (ii) the sole negligent or intentional acts or omissions of LICENSOR, its agents, subcontractors and or employees; and/or (iii) any breach or default hereunder by LICENSOR.

12. **LIEN**

This paragraph intentionally left blank.

13. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly

authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

14. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security. LICENSOR shall consult meaningfully with LICENSEE'S own security personnel throughout the planning and execution of this Event.

15. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75% LICENSEE / 25% ARAMARK with taxes, bootleg security and credit cards off the top for all merchandise sold at the Event – Aramark sells

d. Fan Festival Booth – LICENSOR agrees that LICENSEE will be setting up a "Fan Festival" booth/table at the Event in an area of the ARENA (LICENSEE understands the space limitations on the ARENA concourse and may need to use outside areas) to be mutually decided by the parties. The booth/table area shall be approximately 10-feet by 25-feet. LICENSEE shall be permitted to set up a karaoke machine and sell (subject to the merchandise deal outlined in paragraph 15 (c) above) and supply information regarding American Idol merchandise from the Fan Festival booth/table

using its own employees, licensees, or contractor and using Aramark merchandise sellers for selling any merchandise. Licensee will be solely responsible for obtaining all necessary permits and complying with all regulations regarding the sale of merchandise, if any.

16. **BROADCAST RIGHTS**

LICENSEE reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR for such broadcasting privileges. The LICENSOR shall not charge any fee for the origination of news broadcasts. LICENSEE certifies and attests that there will be no live broadcasts of the Event.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

17. **RECORDING**

LICENSOR acknowledges that LICENSEE is the owner of all broadcast rights in and copyright of the photography and/or recordings made during the Event at the ARENA, and that LICENSEE, its successors and assigns have the irrevocable and perpetual right, throughout the universe, in any manner and in any media now known or hereafter devised to use and exploit the films, photographs, and recordings made during the Event at the ARENA in such manner and to such extent as LICENSEE desires. LICENSOR has the right to require advance payment to the LICENSOR by LICENSEE of any estimated related costs (applicable union requirement costs) to be incurred by the LICENSOR for recording privileges. LICENSEE and its licensees, assigns, and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, programs, products (including interactive and multimedia products), photographs and recordings made during the Event at the ARENA, and in the advertising, promotion and publicity thereof, in perpetuity throughout the universe. LICENSOR hereby acknowledges that neither LICENSOR or any tenant, or other party now or hereafter having an interest in the ARENA, has any interest in LICENSEE'S photography or recording made during the Event at the ARENA. LICENSOR'S sole remedy for breach of this contract by LICENSEE shall be an action for money damages. In no event will LICENSOR be entitled to injunctive relief against LICENSEE, its successors and/or assignees or any other party arising out of any use of said photography and recordings.

Nothing contained herein grants the LICENSEE the permission or rights to use the trademarks, logos or other protected marks of the Meadowlands Sports Complex or any of the teams or advertisers that utilize the ARENA and the Sports Complex in any films, recordings or photographs made at the Event. For avoidance of doubt, LICENSEE

may use the ARENA'S name and address in advertising for the Event and in connection with the program "American Idol".

LICENSEE agrees that the films, recordings or photographs for which scenes from the Meadowlands Sports Complex and ARENA are subsequently used by LICENSEE, that LICENSEE shall not portray LICENSOR, the Meadowlands Sports Complex, the ARENA or the State of New Jersey in a negative manner.

LICENSOR shall have no responsibility or liability for the filming, recording or photography made by LICENSEE at the Event (including ad lib remarks of announcers and participants) including, but not limited to responsibility or liability for any violation of any rights of others by such filming, recording or photography. To the extent, it is responsible for the filming, recording and photography of the Event, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from any filming, recording, photography or any subsequent uses of such filming, recording or photography made at the Event.

18. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including reasonable legal fees, which might arise from questions of use of any such materials described above.

19. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement. LICENSOR hereby acknowledges approval of the American Idol Auditions event based on the information provided by LICENSEE to LICENSOR. LICENSOR retains such right of approval should such Event content change.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 6 above.

20. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

21. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

22. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

23. **PARKING**

Parking will be controlled and operated by the LICENSOR or its designee, which will retain and be entitled to all receipts from the parking. 75 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR or its designee. There shall be no parking fee for this event.

24. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

25. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In

the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

26. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

27. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

28. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

29. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All permanent advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

30. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE

hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

31. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

32. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at TBD.

33. **REFUND OF TICKET REVENUE**

There are no paid tickets to this Event.

34. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

35. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent of \$5,000 per hour plus expenses at the LICENSOR'S sole discretion.

36. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

37. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

Notwithstanding the foregoing, LICENSEE may assign, license and/or transfer any and all rights pertaining to the ownership, distribution and exploitation of the copyright of the program American Idol.

38. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR, and (if practical) after written notice of such default and a reasonable time to cure, shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

39. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

40. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR and/or LICENSEE or which the LICENSOR and/or LICENSEE is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof; LICENSEE shall have no obligation to LICENSOR, including the obligation to make any payments described in Paragraph 6; and LICENSOR shall refund the deposit described in Paragraph 6.

41. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its reasonable judgment and sole reasonable discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. In the event that the LICENSOR files an objection(s), LICENSEE has the right to cure such objection(s). LICENSOR, after LICENSEE exercised its right to cure to the dissatisfaction of the LICENSOR, shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event. Notwithstanding the foregoing, LICENSOR deems the nature of the Event appropriate.

42. **SEVERABLE AGREEMENT**

sponsors. LICENSEE understands that Coca-Cola is an exclusive sponsor at the ARENA, therefore LICENSEE shall be permitted to display, advertise or distribute any materials from Coca-Cola, a sponsor of the American Idol Auditions, at the ARENA during the Event.

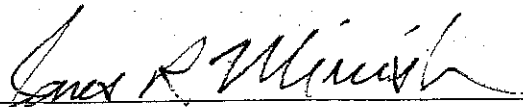
The approved American Idol Audition sponsors listed below are not in competition with the ARENA exclusive sponsors and LICENSOR hereby approves of such sponsors to have sponsorship presence at the Event. All materials, displays, advertisements and distributions are subject to the approval of the LICENSOR. The LICENSOR and LICENSEE shall mutually agree on areas for the sponsors to setup their materials. Any additional sponsorships are subject to the approval of the LICENSOR.

Sponsorship activation shall be mutually agreed upon by the parties.

50. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

AMERICAN IDOL PRODUCTIONS, INC.

By 
Suzanne Lopez
EVP, Business and Legal Affairs

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

43. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

44. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its ARENA Manager.

45. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey. Any action(s) brought to enforce the terms of this Agreement shall be filed in a court located in the State of New Jersey.

46. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

47. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

48. **SUITES**

- a. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats).
- b. The LICENSOR has the right to hold seats for suite relocation for obstructed view suites due to production. These relocated seats are complimentary.
- c. Suite 121 shall be allocated to the LICENSEE.

49. **EVENT SPONSORSHIP**

LICENSOR has provided a list of LICENSOR'S exclusive sponsors at the ARENA to LICENSEE. LICENSOR is entitled to all receipts from such exclusive

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of September, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Metropolitan Talent Presents at 100 Fifth Avenue, 11th Floor, New York, NY 10011 and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Foo Fighters

Date: September 26, 2011

Time: 7:00 pm - ~~10:30 pm~~ TBA *Jm*

Event Length: ~~3 1/2~~ hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 4:00 a.m. on the 26th day of September, 2011 and to the 27th day of September, 2011 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all applicable rights, and agreements, required for the presentation of the event.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$60,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during

\$50,000⁰⁰ *Jm*

\$50,000

settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts or collected revenues up to the amount of sums necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a mutually agreed upon contingency pending satisfactory monetary resolution for any such building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE and shall be further subject to the provisions contained in Section 28 of this Agreement. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public, which shall be reasonably based on the nature of the Event and the anticipated attendance. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than a force majeure occurrence or a breach of this Agreement by LICENSOR, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement that are unable to be mitigated after LICENSOR'S reasonable efforts to do so.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract or a confirmed offer in accordance with industry custom with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Foo Fighters

- b. Production of the participants in the event.
- c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.
- d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring LICENSEE'S operations in connection with the event contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to the specific performers. The LICENSEE shall list the LICENSOR as an additional insured as respects the liabilities assumed herein by LICENSEE on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or knowingly permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

Subject to the provisions of Section 28, if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to the original condition as received by LICENSEE at load-in, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

As between LICENSEE and LICENSOR, LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE (other than LICENSOR or its employees, agents, or contractors). LICENSEE may or may not insure

the obligation in Section 28 for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR in advance of the event. In the event of a cancellation of LICENSEE'S insurance or any major change in coverage, notice thereof shall be provided to LICENSOR in accordance with LICENSEE'S policy provisions.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the reasonable rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will promptly desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space in connection with the presentation of the Event (as opposed to the day-to-day operation of the Arena) as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of any act, omission, breach or negligence of the LICENSEE (or its employees, agents or contractors) in connection with the Event or any operations of LICENSEE otherwise contemplated by this Agreement. This obligation includes reasonable, outside attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision shall not extend to any claims arising from (a) the sole negligence or willful misconduct of the LICENSOR, or its employees, agents or contractors or (b) structural or premises-related defects of the Arena.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts of LICENSEE for all unpaid license fees, reimbursable expenses and taxes, only up to the amount of sums due by LICENSEE due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by

duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it reasonably necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA (provided it is safe to do so) or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

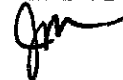
16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE (or the artist) shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, who shall provide for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards taken off the top and ~~85/15~~ on CD's and DVD's only.

9/0/10 

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the live performance of copyrighted music used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of the live performance of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement (but not the artistic content thereof) and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above. LICENSOR acknowledges and agrees that it is generally aware of the content of the Event as contemplated herein and that it does not violate any of the provisions contained in this section.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse by LICENSEE of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premises for business purposes upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with a number of credential passes for key working personnel as determined by LICENSEE (in conjunction with the tour).

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to any property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss, or damage to property on the premises of LICENSOR during the time covered by this Agreement, except to the extent any claims arise out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, except to the extent any such loss, injury or damage arises out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. Any watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice to LICENSEE, and a reasonable opportunity for LICENSEE to remove same, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will reimburse LICENSOR any actual and documented sums as shall be necessary to restore said premises to their same condition as received by LICENSEE at load-in of the Event, ordinary wear and tear excepted. LICENSEE'S liability for damage of the nature described in this section shall be subject to LICENSOR providing LICENSEE with notice of and an opportunity to inspect same within 48 hours following the end of the Event. LICENSEE shall not be liable for any pre-existing conditions or damage caused by the LICENSOR, or its employees, agents, or contractors. LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence beyond the reasonable control of either party shall render the fulfillment of this lease by either party impossible or impracticable, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall be refunded any deposits paid prior to such termination and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity, or reschedule, without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity or reschedule, rental shall be forfeited, prorated, or

adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR, provided, however, that LICENSEE is in agreement with the determination of the rental fee adjustment.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right, except to the extent such damages arise out of the gross negligence or willful misconduct of LICENSOR, or its officers, employees, agents or contractors.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 6:00 pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public. Notwithstanding the foregoing, LICENSOR acknowledges that LICENSEE generally maintains a "no refunds" policy, and LICENSOR shall make reasonable efforts to consult with LICENSEE prior to issuing such refunds if practicable.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements within a mutually agreed upon time prior to the start of the Event and further provided that such announcement(s) do not unreasonably interfere with LICENSEE'S Event, which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in

LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses, or any part thereof at the times above specified, or if any default is made in any material covenant or agreement therein contained, and LICENSEE fails to cure same within a reasonable period of time following notice thereof from LICENSOR, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which either party is unable to avoid by exercise of due diligence, that party shall have no obligation or liability whatsoever to the other party as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and reasonable discretion, it deems the action(s) of LICENSEE or its agents to (i) place the patrons or LICENSOR or its employees, agents, or contractors in an unsafe situation; or (ii) the performance has been altered from the typical content of the Event, in such a manner as to be considered inappropriate. For the avoidance of doubt, the provisions of this Section 42 shall expressly be subject to the cure period referenced in Section 39.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all

other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the reasonable discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager except those matters resulting in an increase of LICENSEE'S assumption of liability hereunder.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

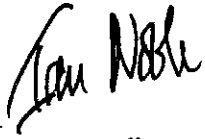
49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analysis and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this agreement.

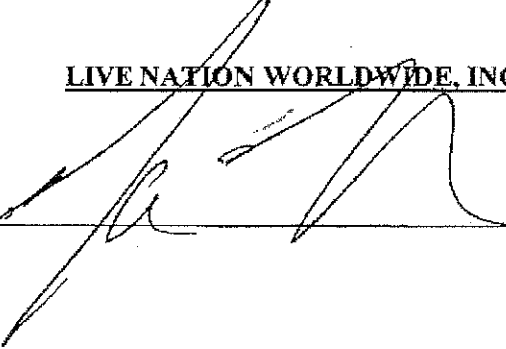
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish - Executive Vice President Facilities

METROPOLITAN TALENT PRESENTS

By 

LIVE NATION WORLDWIDE, INC.

By 

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
PL1	\$59.50
PL2	\$49.50
PL3	\$39.50

The ticket price includes a \$3.50 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to all luxury suites in the ARENA. The tickets in all luxury suites allocated to the IZOD Center/NJSEA or leased on an annual basis are complimentary. All other luxury suites shall be available for purchase through the IZOD Center for which the sale of each ticket shall be included in the overall gross.
- B. Suite 121 shall be allocated to the LICENSEE

3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 20 tickets shall be allocated to the LICENSOR per show.

LICENSEE: As determined by LICENSEE

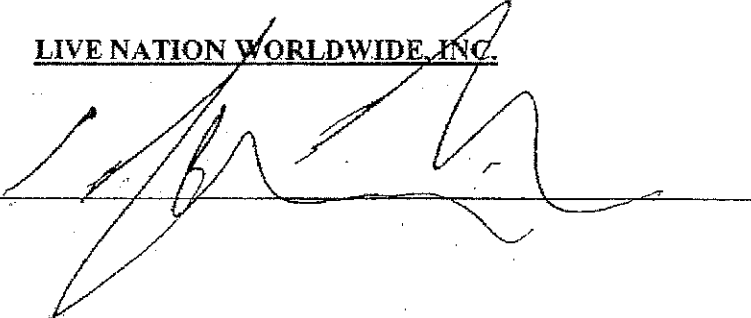
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish - Executive Vice President Facilities

METROPOLITAN TALENT PRESENTS

By 

LIVE NATION WORLDWIDE, INC.

By 

PROMOTION AGREEMENT

THIS AGREEMENT entered into at Minneapolis, Minnesota, and as of the 15th of February 2011, by VEE CORPORATION (VEE), a Minnesota corporation, as owner and operator of the Show known as SESAME STREET LIVE, (Show), and New Jersey Sports & Exposition Authority (Promoter), as licensee of The IZOD CENTER in East Rutherford, New Jersey (Venue).

WITNESSETH THAT

WHEREAS, the Venue, having a capacity of approximately TBD seats is suitable for the presentation of the Show, and both VEE and the Promoter desire its presentation therein,

Thursday, September 28, 2011 through Saturday, October 1, 2011
Sunday, October 2 is TBD pending NFL schedule

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and undertakings herein, it is agreed as follows:

I. FINANCIAL TERMS:

(a) All receipts derived directly from the sale of tickets, defined as gross gate receipts, will be divided as follows:

DEDUCTIONS FROM GROSS GATE RECEIPTS (OFF THE TOP)

- Governmentally imposed taxes and levies of 7%. These taxes and levies will be withheld and paid by the Promoter.
- Approved advertising and marketing at net. Advertising and marketing budgets will include group sales expenses.
- A facility fee of \$1.50 per paid ticket shall be included in the advertised ticket and included in the gross to split as outlined below.
- 5% Show Royalty – after deduction of taxes and facility fees to be paid to VEE.
- The cost of any merchandise item used as a premium in lieu of offering a discount on a selected performance

REMAINDER OF GATE RECEIPTS TO BE SPLIT ("NET GATE RECEIPTS"):

\$0 - \$200,000	50% to VEE / 50% to PROMOTER
\$200,000 +	75% to VEE / 25% to PROMOTER

It is agreed that the gate receipts shall be from inception the separate funds and are the property of VEE and the Promoter in the proportions or amounts set forth above. Neither party shall have any interest in the funds of the other, and any funds held by one for the other shall be in trust and not held as an offset for any debt. Subject to Section IV – Assignment of Proceeds settlements and divisions of such funds shall be made at the conclusion of the engagement.

NOTE:

- Group Sale or media buying commissions paid to either an in-house Person or an outside contractor will be the sole responsibility of the Promoter.



800 LaSalle Avenue
Suite 1750
Minneapolis, MN 55402
612-375-9670
fax 612-375-9135
www.vee.com

- Locally obtained cash sponsorship shall be included into the net gate receipts to be split as stated above, *less 15% commission and fulfillment expenses.*
- Service Charges: SEE ATTACHED ADDENDUM A
- There will be no service charges applied to tickets purchased at the venue box office window
- Credit card fees: SEE ATTACHED ADDENDUM A
- Suite seat relocation (obstructed view only) will be billed back into the gross at a ticket price of \$19.00 per relocated seats.
- Promoter will supply one phone line for use in Road Manager's office, as well as internet access. VEE to pay for long distance charges.
- Promoter will reimburse VEE for the cost of traveling assistant stagehands carried by VEE at the local stagehand rate plus 22.5% payrolling fee.

II. THE PROMOTER SHALL:

FACILITY:

- (a) Provide and pay for the Venue, together with all necessary and related facilities, for an engagement of **SESAME STREET LIVE** from Thursday, September 28, 2011 through Saturday, October 1, 2011. Sunday, October 2 is TBD pending NFL schedule confirmation. VEE shall have exclusive access to the Venue at 6:00 a.m. on the day of the first performance for setting up the Show and its properties. In addition, Promoter will hold the day before the opening day for such preliminary set-up and preparatory work as VEE determines is necessary for efficient show load-in on opening day.
- (b) Provide clean, well-heated and well-lighted dressing rooms, protected by doors with locks, together with suitable tables, chairs, mirrors, lighting for make-up and toilet facilities therein, sufficient for the entire cast of the Show and as required by specifications in the "TECHNICAL RIDER OF THE SHOW."
- (c) Use all methods possible to guarantee that the facilities, stage and backstage are cool during each 90-minute show and if for any reason air conditioning units cannot be turned on, alternative methods of air conditioning and cooling will be provided at the Promoter's expense.
- (d) Make ready the Venue and if applicable, set the orchestra pit, provide and pay for installation of the stage, spotlights, a forklift, additional sound and lighting reinforcement and any other equipment as needed for proper presentation of the Show, as specified in the Technical Rider at no cost to VEE.
- (e) Provide, for the duration of the engagement, storage space with locks on all doors and windows, or equivalent protection, sufficient for all crates, trunks, equipment and other properties carried by the Show as well as sufficient and secured storage space for the merchandise licensee's equipment and merchandise.
- (f) Furnish all electrical power to be used for the presentation of the Show, as well as any and all additional electric wiring and power facilities that may be needed. Provide and pay cost of all electrical hook-ups including removal.
- (g) Provide and pay for all workers for the proper handling of patrons including, but not limited to, ticket sellers, ticket takers, ushers, doorguards, police, EMT/medical attendant, fire protection, security, interpreter for the hearing impaired.
- (h) Provide and pay for I) all workers as required for efficient operation of the Venue and Show including, but not limited to, janitors, sweepers, clean-up crew, engineers, firemen, electricians, police, overnight security, II) other workers as required for the heating, lighting and cleaning of the Venue, III) security as required to protect the costumes and properties of the Show during the period of said engagement and IV) stagehands other than those provided by VEE. Promoter shall assume all responsibilities as an employer or contractor of all Workers hired by itself or the Venue.
- (i) Provide and pay for all local workers to move in, setup, work performances, dismantle the Show, and move the Show out of the Venue. This is to include any and all local labor expenses, for stagehands, wardrobe personnel, riggers, and car loaders as defined in the Technical Rider to handle the set, properties, costumes, lighting, electrical and sound equipment, and all other paraphernalia of the Show, as required for the proper presentation of the show. If the venue has entered into an agreement with any party that requires that more stagehands or workers be added over and above the amount on the yellow card call the venue shall then pay for the cost of those personnel that are not necessary for the needs of the show.

(j) Indemnify and hold harmless VEE for all taxes, insurance premiums or liability related to stagehands and all other workers, except those employed directly by VEE.

(k) Provide and pay adequate parking for Show tractors and trailers either along side the Venue on the street or make arrangement for the vehicles to be parked at an off-site, secured location for the duration of the engagement.

(l) Ensure that it and the Venue are currently in compliance with the 1990 Americans with Disabilities Act, to the extent that such provisions apply, and will hold VEE harmless for any liability, damage, claim, or penalty incurred in conjunction with the presentation of the Show.

(m) Install and erect at Promoter's expense the necessary stage and rigging for the stage set and lighting equipment.

TICKETING:

(a) Provide and pay for all box office and ticket operations expense including Venue ticket offices, remote outlet sales, telephone sales, Internet sales, wire transfer fees, credit card commissions for tickets sold at the venue box office, and otherwise, as agreed by VEE and the Promoter. Such operations shall have adequate personnel for the prompt and efficient servicing of patrons. Start-up date for ticket sales shall be mutually agreed upon but not less than twenty-eight (28) days before the engagement. VEE agrees to utilize the Venue's ticketing agent, Ticketmaster, for the sale of tickets to the engagements.

(b) Have available an adequate supply of tickets for all scheduled performances of the Show as indicated on the manifest at a scale of prices to be agreed upon by VEE and the Promoter. The manifest is to include all exclusive seating areas including suites, skyboxes, club seats, etc. ~~All exclusive seating area ticket revenue will be included in the gross gate receipts to be split at settlement.~~ All non-obstructed suite tickets shall be manifested and issued as complimentary tickets; revenue shall not be added to the gross. All obstructed view suites shall be relocated at \$19.00 per ticket and included in the gross gate receipts.

(c) Conduct the fiduciary responsibilities for the proceeds of all tickets sales included in the gross gate receipts. Maintain complete and accurate records for each performance with the number of tickets sold, revenue received, tickets not sold, passes honored, taxes collected with respect to such sales, and furnish VEE with a detailed sales report. An advance sales report will be Faxed or e-mailed to VEE once a week during the direct mail processing period, and daily from public on-sale to opening day. VEE shall have the right to conduct an independent inspection of the box office, tickets and other records with respect to the admission receipts, including unsold tickets and stubs of tickets sold. Promoter will conduct a drop count in a manner acceptable to VEE and Promoter agrees that Show's designated representatives will be admitted to the box office at a mutually agreed upon time each day to audit operations.

(d) Collect and be responsible for payment of any and all admissions taxes, sales taxes, or other levies by any governmental authority, which pertain to tickets and/or admissions. Promoter shall provide VEE with a statement thereof and hold VEE harmless from any liability with respect to such taxes and/or levies.

(e) VEE reserves the right to fulfill priority ticket orders internally for VEE's preferred patrons for this engagement. These tickets may be sold and distributed prior to the public on sale date. All remaining ticket inventory after fulfilling these orders will then revert to the venue. The remaining ticket inventory will be available to the venue a minimum of seventy-two hours in advance of the public on sale and will conform to the ticketing regulations of the venue.

MARKETING CAMPAIGN:

(a) Promoter and VEE shall agree on a marketing/advertising budget including, but not limited to, print advertising, electronic media buys, direct mail expense, group sale expense, collateral materials, publicity expense, the VEE per performance Creative Services fee (\$275USD/show for 8 shows or less, \$225USD per/show for 9 shows or more), and any other items mutually agreed upon by both parties for the marketing campaign. The advertising campaign shall begin on a mutually agreed upon date, preferably not less than seven (7) weeks before the opening day of the engagement.

(b) Advertising and marketing costs shall not include any fees or commissions, or any expenses for meals and entertainment, mileage, telephone, fax or office supplies from VEE or the Promoter, or any other person incurred while promoting the Show. All advertising invoices will be paid upon presentation of tearsheets or approved affidavits of performance. VEE does not pay commissions on group sales. Overtime cost incurred by VEE for its cast or crew to fulfill publicity calls will be a part of the advertising budget.

(c) The marketing/advertising budget will not be exceeded by either party without the express written consent of the other party. Advertising expense recorded in settlement shall not exceed the agreed upon budget. Advertising affidavits and invoices must be presented to the VEE Promotion Manager or Company Manager before Show settlement. If all such proof of advertising is not presented at time of settlement, VEE has the authority to withhold 10% of the total advertising costs until such time as the remaining affidavits and / or invoices are received in the Minneapolis office.

(d) All marketing and advertising efforts will be conducted within the license guidelines of the Sesame Workshop and terms as established and provided by VEE Corporation and outlined in the initial Creative Services packet. The VEE Sales Manager will have approval rights on all marketing strategies and materials prior to any final Letters of Agreement and any distribution of materials.

SPONSORSHIPS:

(a) VEE retains the right to obtain national or regional sponsors, which may require certain support at the Venue. VEE has been made aware and VEE will not obtain sponsors that conflict with the IZOD Center Exclusive Advertising Contracts. Any VEE sponsor shall not conflict with Venue sponsor without the direct written permission of the Venue. The promoter agrees to assist VEE with these Venue arrangements on an as needed basis. The promoter may solicit local cash or promotional sponsors in approved categories that do not compete with existing national or regional sponsors. All local sponsorship cash income will be included into the gate receipts, after deduction of solicitation and fulfillment expense and 15% commission for the party that is responsible for obtaining sponsorship, for settlement purposes

(b) The Promoter may also solicit local cash or promotional sponsors, as coordinated with and pre-approved by VEE. Such sponsors cannot compete with existing VEE/SESAME STREET Live Sponsorship Agreements. All SESAME STREET Live local sponsorship income will be included in the gate receipts, after deduction of fulfillment expense and 15% commission, for settlement purposes. Commissions are not paid on sponsorships.

(c) The Promoter agrees to coordinate and develop sponsorship packages with VEE and provide a written copy to VEE of all proposals for sponsor prospects. Promoter must get approval from VEE prior to soliciting sponsors or committing to Sponsorship Agreements.

(d) Existing covenants of the Promoter (including but not limited to Venue sponsorships, theatrical series sponsors/partners and exclusive media relationships) must be disclosed to VEE prior to contract in order to address potential conflicts of interest. Such existing arrangements of the Promoter do not apply to SESAME STREET Live's marketing campaign, advertising, promotional elements, and trademarks unless reviewed and approved by VEE.

GROUP SALES:

Plan and implement a Group Sales campaign that will be conducted by the in-house group sales person or an outside independent agent. The Group Sales budget, materials and efforts will be reviewed, coordinated and approved by the VEE Promotion Manager. Expenses for group sales flyers, mailings and materials will be a part of the approved group sales budget which is incorporated in the overall marketing budget. Meals, mileage and entertainment will not be approved group sales expenses. Group Sales commissions paid to either the in-house Venue group sales person or an outside contractor will be the sole responsibility of the Promoter.

III. VEE SHALL:

(a) Furnish and transport at its own expense the full production, including performers, Company Managers and Performance Director, head carpenter, head electrician, head property, head wardrobe and all property, facilities, costumes, and equipment for operation of the show, as indicated in the Technical Rider.

(b) Carry and pay for Worker's Compensation Insurance for Show personnel.

(c) Comply with all prevailing laws and ordinances with respect to the presentation of the Show in the Venue.

(d) Provide a VEE Promotion Manager who will serve as a liaison and coordinate with the Promoter's marketing department to establish a marketing campaign which will include a budget, ticket prices, house scale, media buys, sponsorship, group sales, publicity assistance and overall marketing direction.

(e) Produce a variety of promotional materials for the marketing kit that will include, but is not limited to, Show specific pre-produced television and radio spots for commercials, newspaper slicks, posters, direct mail flyers, promotional premium items and other such materials needed to promote and advertise the Show. The per performance creative services fee within the marketing/advertising budget covers the development, licensing and production of these materials.

IV. ADDITIONAL PROVISIONS:

ASSURANCE:

During the term of this agreement, Promoter will not allow the performance of any family, circus or spectacle shows directed to children under the age of 12 years in the venue, or other venues in the area under Promoter's control, during the time period commencing 30 days before the first day of this Engagement to 30 days after the final day of this Engagement. In addition, if any such performances are scheduled after the periods indicated, Promoter will not, without VEE's prior written consent, advertise, publicize or otherwise promote performances of any such event, nor allow any third party to so advertise, publicize or otherwise promote until after the completion of the Engagement hereunder. Promoter acknowledges that its breach of this provision will cause VEE irreparable harm for which money damages alone are an inadequate remedy due, among other things, to the impossibility of precisely ascertaining the same and that, in addition to remedies available to it at law, VEE shall be entitled to injunctive and other equitable relief for such breach or threatened breach.

CONCESSIONS:

The merchandise licensee shall have the exclusive rights to sales of souvenir items including but not limited to: Programs, Novelties, Balloons, and Food Items as specified within the merchandise licensee's agreement. **SEE ATTACHED.**

COMPLIMENTARY TICKETS:

Complimentary tickets shall be the privilege of both VEE and the Promoter limited however, to an amount consistent with good business practice, but not to exceed 1% of the manifested capacity of the

show, capped at 100 tickets each for VEE and Promoter, not including suite tickets. Passes and tickets used exclusively for media and sponsorship trades shall be excluded from the 1%. Issuance of complimentary tickets over 1%; other than those used for trade or sponsorship, requires the written permission of VEE.

BACKSTAGE SECURITY:

Access to the backstage area is restricted and must be authorized by the VEE road company management. Children are not allowed backstage at any time.

INSURANCE:

- (a) Promoter shall provide and pay for comprehensive public liability insurance, including contractual liability, in limits of \$2,000,000 for bodily injury and property damage, covering the period that the Venue is used by the Show. Promoter will submit a certificate to VEE not less than thirty (30) days prior to the first performance of the engagement evidencing such coverage and showing VEE Corporation as Additional Insured and hold VEE harmless from any liability, cost or expense in connection with or growing out of any claim whatsoever for injury, loss or damage, to person or property as the case may be, resulting from operation in the Venue, or its facilities and appurtenances.
- (b) VEE shall obtain at its own cost and expense commercial general liability insurance, including contractual liability, which insures all operations of VEE contemplated by this Agreement with a limit of not less than \$2,000,000.00 for bodily injury and property damage. VEE agrees to submit a certificate to the Promoter not less than 30 days to the first performance showing the Promoter as an additional insured.
- (c) VEE agrees to hold the Promoter harmless from any liability, cost or expense in connection with VEE's operations.
- (d) VEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that VEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

FORCE MAJEURE:

Neither of the parties shall be liable to the other for the failure to perform any of the terms, provisions and conditions of this agreement when such failure to perform is prevented by governmental actions, act of God, war conditions, civil tumult, terrorism or threat of terrorism, epidemic or other public health emergency, transportation strike or interruption, State or National emergency, fire, or other circumstances not under the control of either party. Should VEE or the Promoter be rendered incapable of performing their obligations by any event beyond their control, performance shall be excused to the extent that such performance is interrupted. If VEE is unable to perform, due to any such cause, then VEE shall have the option to terminate upon notice.

ASSIGNMENT OF PROCEEDS:

In the event that VEE, in its sole good faith discretion, believes there is a risk that full payment due to it hereunder will not be made, or will not be made in a timely fashion, Promoter hereby assigns to VEE that portion of the ticket receipts sufficient to cover the payments due to VEE. Promoter hereby authorizes VEE to inform any other party involved in the Show, such as the theatre or venue, the operator or manager of the theatre or venue, and the party involved in making settlement of the ticket receipts of this provision and consents to the direct payment of the amounts due VEE hereunder directly from the ticket receipts by the party making settlement of the ticket receipts. Promoter further agrees that it will not challenge any such

direction by VEE and releases and holds harmless any party which makes direct payment of such portion of the ticket receipts to VEE. Such party shall be a third-party beneficiary of this Agreement. Promoter does not, by agreeing to this Section, waive its right to bring legal action against VEE (but only against VEE), but only after payment has been made to VEE, challenging VEE's right to retain payments made pursuant to this Section.

EARLY TERMINATION:

Notwithstanding any other provision to the contrary in this Agreement, in the event that VEE, in its sole good faith discretion, believes that there is a risk that Promoter may be unable or unwilling to fulfill its obligations hereunder, for whatever reason, VEE may terminate this Agreement immediately, upon giving written notice to Promoter. Upon such termination, neither party shall have any obligation or liability to the other, including liabilities arising out of such early termination, except that any monies already due and owing from either party to the other shall be promptly paid.

NO OFFSETS:

Upon completion of the Engagement, there will be an immediate accounting of amounts due and payable to each party. In arriving at this settlement, there will be no offsets of any amount whatsoever for claims by one party against the other which does not directly relate to ticket sales, including but not limited to, damage to the venue or its equipment.

ADDITIONAL CONSIDERATIONS:

(a) This Promotion Agreement shall be construed under the laws of Minnesota. The parties agree that the courts, Federal and State, of the State of Minnesota shall have exclusive jurisdiction regarding any dispute between them, and the parties agree to such jurisdiction. The parties further agree that any dispute shall be venued in the Federal or state courts of the State of Minnesota and waive any claim to forum non conveniens. The parties are independent contractors and this Promotion Agreement shall not create a partnership or joint venture between them. The invalidity or illegality of any part of this Promotion Agreement shall not affect the validity of any other part. Waiver of one or more of the terms, provisions, conditions or undertakings of this Promotion Agreement shall be restricted to its particular scope and shall not operate as a modification of this Promotion Agreement.

(b) All goods and properties of VEE shall be on the Venue premises by way of trade and shall not be subject to Landlord's Levy, nor shall such goods and properties be subject to attachment or other process of restraint prior to final judgment at law.

(c) The Venue and/or Promoter shall not sell or transfer the promotion rights agreed upon in this contract without the express permission of VEE. The rights, duties and obligations of the parties shall not be assignable whether by operation of law or otherwise. VEE may assign this agreement to any successor that is a licensee of Sesame Workshop.

(d) All broadcast, telecast, tape, videotape, recording, film, and Internet rights are the exclusive property of VEE. No performance, or any portion thereof, shall be filmed, taped or recorded without the express permission of VEE. The Promoter, if he is not the owner or manager of the Venue, shall obtain in writing, the agreement of the owner or manager to such restrictions, with a copy thereof to VEE.

(e) The Promoter shall provide, for the period of the engagement, all licenses and permits required by any governmental authority for the presentation of the Show under the terms and conditions herein specified.

CONFIDENTIALITY:

The Venue and/or Promoter shall not release any statistical data, such as box office receipts, attendance records, contract terms etc., compiled from this engagement to any person or organization without first obtaining the express written permission of VEE.

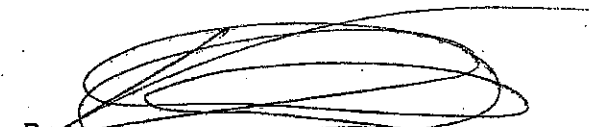
INDEMNIFICATION:


Neither of the parties shall be deemed to have accepted responsibility for the obligations of the other, whether by reason of loss hereunder or otherwise. Each party agrees to indemnify and hold the other free and harmless from any cost or expense in connection with any claim arising hereunder or with respect to the Venue or the Show for which the indemnifying party is primarily responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement as at the place and as of the time first written above.

VEE CORPORATION

IZOD CENTER


By _____
Vincent E. Egan, President


By _____
James Minish, Executive VP

3/15/11
Date

2.17.11
Date

colin company

LaSalle Plaza – Suite 1750
800 LaSalle Avenue
Minneapolis, Minnesota 55402
(612) 375-9670
(612) 375-9135 Fax

CONCESSION AGREEMENT

THIS AGREEMENT entered into at Minneapolis, Minnesota, and as of the 15th day of February 2011, by COLIN COMPANY, a Limited Partnership operating concession sales for the show SESAME STREET LIVE (Colin) and New Jersey Sports & Exposition Authority (Promoter), as licensee of The IZOD CENTER in East Rutherford, New Jersey (Venue).

WITNESSETH

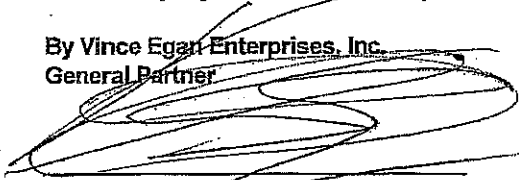
- (1) Venue hereby grants Colin the exclusive right to sell souvenir items including but not limited to: Programs, Novelties (t-shirts, lights, balls, etc...) ~~Balloons. Venue also grants Colin the exclusive right to sell Cotton Candy and Sno Cones~~ in the Venue at the engagement of SESAME STREET LIVE which opens Thursday, September 29, 2011 and closes Saturday, October 1, 2011 (or Sunday, October 2 pending NFL schedule).
- (2) Colin shall provide a sufficient number of its own vendors to adequately service the Venue for the sale of its concession items during the term of this engagement.
- (3) The Venue shall use whatever legal means necessary to prevent street vendors from selling merchandise within a two-block area surrounding the Venue.
- (4) It is hereby agreed between Colin and Venue that all proceeds derived from the sale of such programs, novelties, balloons, ~~cotton candy and sno cones~~ shall be divided in the following manner:

TAX OFF THE TOP – VENUE TO SUBMIT PAYMENT OF TAX

- PROGRAMS, NOVELTIES, BALLOONS: 80% to COLIN ; 20% to VENUE
- COTTON CANDY AND SNO CONES: No food sales allowed
- COLIN TO PAY ITS VENDORS' COMMISSIONS AND SHOW ROYALTY OUT OF ITS PERCENTAGES.

Colin Company Limited Partnership

By Vince Egan Enterprises, Inc.
General Partner


Vincent E. Egan
President

3/15/11
Date

By 
James Minish, Executive VP

2.17.11
Date

ADDENDUM A
2011-2012 SESAME STREET LIVE TICKETING SURCHARGES

Ticket Price ** (net of Facility Fee)	Phones / Internet	Outlets		Box Office	
	Credit	Credit	Cash	Credit	Cash
\$100.00	7.05	7.05	7.05	-	-
\$55.00	7.05	7.05	7.05	-	-
\$40.00	5.80	5.80	5.80	-	-
\$30.00	5.80	5.80	5.80	-	-
\$19.00	4.55	4.55	4.55	-	-
\$15.00	4.55	4.55	4.55	-	-
\$11.00	4.55	4.55	4.55	-	-
\$9.00	4.55	4.55	4.55	-	-
Base Handling/Mailing Fee per order					4.75

Credit Card Fees on top of service charges above for P/I/O? Yes
 No

If so, what percentage added for credit card purchases?

**** Ticket prices listed here are based on a previous engagement or an estimate. These are not the final ticket price and should not be considered official. Final ticket prices will be listed on the ticketing summary.**

Agreed to:

VEE Corporation

By *Kevin Kulas*
 Kevin Kulas

Date 3/16/11

IZOD CENTER

By *James R. Minisett*
 Print Name JAMES R. MINISSET

Date 2.17.11

2010 SSL TICKETMASTER FEES						
Ticket Price	Facility Fee	Window	Phone*	Online*	Outlets*	Group Tickets
\$100.00	n/a	\$0.00	\$7.80	\$7.80	\$7.80/\$5.25	\$0.00
\$55.00	n/a	\$0.00	\$6.65	\$6.65	\$6.65/\$5.25	\$0.00
\$40.00	n/a	\$0.00	\$6.30	\$6.30	\$6.30/\$5.25	\$0.00
\$30.00	n/a	\$0.00	\$5.55	\$5.55	\$5.55/\$4.75	\$0.00
\$19.00	n/a	\$0.00	\$5.40	\$5.40	\$5.40/\$4.75	\$0.00
\$15.00	n/a	\$0.00	\$5.15	\$5.15	\$5.15/\$4.75	\$0.00
\$11.00	n/a	\$0.00	n/a	n/a	n/a	\$0.00
\$9.00	\$0.00	\$0.00	n/a	n/a	n/a	\$0.00
Per order fee		\$0.00	\$4.05	\$4.05	\$4.05	\$10.00

*Per ticket fees include credit card fees

*Ticketmaster Credit Card Rates**
Phones/Internet @ 2.51%
Outlet @ 2.78%
*IZOD Center Box Office**
Credit Card Rates
Visa/Mastercard @ 2.21%
AMERICAN EXPRESS @ 3.1%

**Rate may be subject to change*

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of June, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Viva Entertainment at 1106 W Lawrence Avenue, Chicago, IL 60640 and Ralph Hauser Promotions, Inc. at 3703 San Gabriel River Parkway, Pico Rivera, CA 90660 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. AREA: Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. DESCRIPTION OF EVENT:

Event: *Vincente Fernandez Concert*
IZOD Center
Date: October 29, 2011
Time: 8:00 pm – 12:00 am
Event Length: 4 hours

c. TIME OF USE: Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 4:00 a.m. on the 29th day of October, 2011 and to the 30th day of October, 2011 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the LICENSOR'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR as follows:

\$65,000 plus stagehands for 0-8,000 tickets distributed

\$75,000 plus stagehands for 8,001 and above tickets distributed

The LICENSOR will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

A non-refundable deposit of \$20,000 is due upon contract signing, but no later than June 30, 2011.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event,

operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Vincent Fernandez
Edith Marquez

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

IF LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring the event and all operations contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to participants or performers. The LICENSEE shall name the LICENSOR as an additional insured on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR 10 days in advance of the event. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the LICENSOR.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of the Event or any operations contemplated by this Agreement, including, but not limited to, any act, omission, breach or negligence of the LICENSEE. This obligation includes attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision includes and encompasses claims that may also arise out of the act, omission, breach or negligence of the LICENSOR; however, it does not apply to claims found to have resulted from the sole negligence of the LICENSOR, its employees or agents.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of LICENSOR for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement,

LICENSOR shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 75/25 with taxes, bootleg security (\$600 Arena Security) and credit cards taken off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the

license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney's fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical

contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The

proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFAACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall not pay the rent portion of the License Fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity without additional rental charge providing

such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00 pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suite or action is instituted by LICENSOR to enforce compliance with the agreement, LICENSOR shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which the LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the LICENSOR. The LICENSOR shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the Event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.


48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

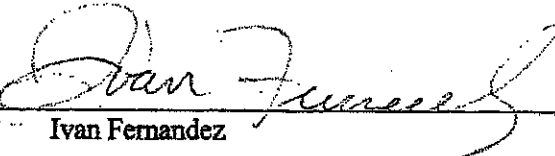
49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analysis and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this agreement.

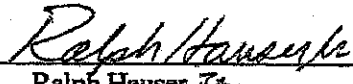
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish – Executive Vice President Facilities

VIVA ENTERTAINMENT

By 
Ivan Fernandez

RALPH HAUSER PROMOTIONS, INC.

By 
Ralph Hauser Jr.

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
PL 1	\$152.50
PL 2	\$112.50
PL 3	\$ 92.50
PL 4	\$ 82.50
PL 5	\$ 72.50

The ticket price includes a \$3.50 facility fee, which the LICENSOR will be entitled to retain.

B. The LICENSOR shall have the right to cause to be set aside for its purchase up to 40 tickets per show.

2. **SUITE REVENUE DISTRIBUTION**

A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to all luxury suites in the ARENA. The tickets in all luxury suites allocated to the IZOD Center/NJSEA or leased on an annual basis are complimentary. All other luxury suites shall be available for purchase through the IZOD Center for which the sale of each ticket shall be included in the overall gross.

B. Suite 121 shall be allocated to the LICENSEE.

3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSOR: 25 tickets shall be allocated to the LICENSOR per show.

LICENSEE: 1,200 tickets shall be allocated to the LICENSEE per show.

Should the LICENSEE distribute in excess of 1,200 complimentary tickets the LICENSOR shall be due \$3.50, payable by the LICENSEE for each complimentary ticket in excess thereof.

4. **CONSIGNMENT TICKETS**

- A. Consignment Tickets - Prior to the event going on sale, LICENSEE shall deliver to AUTHORITY an unconditional, irrevocable standby letter of credit (the "Letter of Credit") in a form issued by an approved American financial institution acceptable to AUTHORITY, naming AUTHORITY, as beneficiary or alternatively, at LICENSEE'S election, a Cash Deposit, which Letter of Credit or Cash Deposit shall be in the amount equal to the value of the number of tickets taken on consignment. For clarity, should LICENSEE take \$50,000 of tickets on consignment, LICENSEE shall deliver a Letter of Credit or Cash Advance in the amount of \$50,000 prior to receiving any consignment tickets. This process shall be applicable to the total amount of tickets taken on consignment by LICENSEE.

By its own terms, the letter of credit posted shall expire only upon the earlier of:

- 1) Notification by Authority - to the issuer of the Letter of Credit that Authority has been paid and / or received any unsold tickets taken by consignment and credited back to the box office statement.
- 2) Ninety (90) days after the event

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By


James R. Minish - Executive Vice President Facilities

VIVA ENTERTAINMENT.

By


Ivan Fernandez

RALPH HAUSER PROMOTIONS, INC.

By


Ralph Hauser Sr.

AGREEMENT

THIS AGREEMENT OF LICENSE made as of May 15, 2011, by and between the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as LICENSOR), and THE GAZELLE GROUP, INC., (hereinafter referred to as LICENSEE).

WITNESSETH

1. USE OF PREMISES

ARENA: Under the terms and conditions hereof, the LICENSOR grants to LICENSEE to use and occupy that portion of the IZOD Center (hereinafter "ARENA"), for the purpose of presenting the Event described in Paragraph 2, below. The areas of use are as follows: the main ARENA and all seating areas, entries, concourses, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences and parking toll plazas, parking lots and roadways typically associated with maximum usage of the ARENA. In addition, selected team locker rooms, interview rooms and lounges will be designated by the LICENSOR from existing locker room areas.

2. DESCRIPTION OF EVENT

LEGENDS CLASSIC Men's NCAA Basketball Games
Teams - TBD
Dates - November 19 and 21, 2011
ARENA Doors Open - TBD
Game Time - TBD

3. TIME OF USE

The LICENSOR agrees to have the ARENA available to host the Event from 6:00 am on the 19th day of November 2011, and terminating at 11:59 pm on the 21st day of November, 2011, unless otherwise agreed to by the parties. LICENSOR shall determine, consistent with customary practices, at what times the ARENA basketball court may be available for the teams to practice.

4. REVENUE DISTRIBUTION AND EXPENSES

In consideration for LICENSOR agreeing to host the Event and LICENSEE agreeing to produce the Event at the time set forth above, the parties agree to the following:

- LICENSEE shall pay to LICENSOR a rental fee of \$60,000;
- LICENSOR shall receive ten (10%) percent of ticket revenues above \$120,000 in gross ticket sales minus New Jersey sales tax;
- LICENSOR shall retain 100% of the \$3.50 facility fee on each ticket sold;
- LICENSOR shall retain 100% of all parking and concession revenues.
- LICENSEE recognizes that suite tickets are included in the existing ARENA Suite License Agreements, and, as such, LICENSEE is not entitled to receive any revenue whatsoever that is derived from the use of the ARENA suites;
- The Parties shall mutually agree on the ticket prices for the Event;
- LICENSOR and LICENSEE shall both be permitted to sell sponsorships to the Event and the net revenue from the sale of said sponsorships shall be split between the parties according to that which is defined in Section 16 of this Agreement;
- LICENSOR shall not be entitled to receive any broadcast revenues from the Event.

5. PAYMENT OF EXPENSES

Except as otherwise agreed to in the Agreement, LICENSOR shall be responsible for all ARENA expenses associated with the Event.

6. ARENA NAME

The ARENA shall at all times be known as the IZOD Center or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

7. **SERVICES TO BE PROVIDED BY THE LICENSOR**

a. The ARENA will be operated and maintained in good, clean, working order and operating condition by LICENSOR for LICENSEE's Event including, but not limited to, all turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces.

b. The Event staff necessary to operate the premises for the Event, such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public.

8. **BOX OFFICE FACILITIES**

a. LICENSOR shall furnish LICENSEE a box office statement after the Event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of LICENSOR. ALL SEATING SHALL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to any outside agency(cies), LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE's tickets. The LICENSOR's ticket manager will be responsible for properly depositing all monies, preparing box office statements, and other reports as are necessary and required.

d. It is understood that, should the LICENSOR undertake the sale of group tickets, LICENSOR shall be reimbursed at a rate of 10% (ten percent) of sales total.

e. Ticket Prices: TBD

f. LICENSEE may receive and utilize complimentary tickets for sponsors, teams, and promotional and advertising purposes. LICENSEE's allocation of complimentary tickets shall be capped at 700 tickets per event day, for a total of 1,400 complimentary tickets. Should

the LICENSEE distribute in excess of 700 complimentary tickets per event day, the LICENSOR shall be due the \$3.50 Facility Fee payable by the LICENSEE for each complimentary ticket in excess thereof. The LICENSOR and LICENSEE may mutually agree to increase the number of complimentary tickets available for distribution which are not subject to the \$3.50 Facility Fee, such agreement to not be unreasonably withheld by either party.

g. LICENSOR shall be allocated 24 complimentary tickets per event day.

9. CONCESSIONS

LICENSOR, through its concessionaire, shall operate the concessions and retain all revenues derived therefrom. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to, the sole right to sell or give away refreshments, candies, sandwiches, beverages, and other privileges. LICENSEE shall not engage in nor undertake the sale of any of the aforesaid or similar articles or privileges, either before, during or after the Event or during any intermissions which might be provided during the Event. LICENSEE may not distribute free samples of food, beverage, or any product without prior written approval of LICENSOR.

10. MERCHANDISE

LICENSEE shall be entitled to enter into a separate agreement with LICENSOR's exclusive concessionaire, Aramark, for the sale to the concessionaire, of items of merchandise specific to the Event such as programs, T-shirts, sweatshirts, hats, visors, novelties and other like merchandise. LICENSOR shall designate stand locations for merchandising such items.

11. BROADCAST RIGHTS

LICENSEE shall have all rights for radio and television, internet and any other mutually agreed upon broadcasts of the Event originating from the ARENA.

LICENSOR shall have no responsibility or liability for the radio or television broadcasting (including ad lib remarks of announcers) including but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To

the extent it is responsible for the origination of, or the contracting for, such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, costs and expenses including reasonable attorney's fees arising from a radio or television broadcast, unless the claim or liability results from the negligence or willfulness of the LICENSOR or its employees or agents.

12. OTHER OBLIGATIONS OF LICENSEE

a. LICENSEE shall provide, at its cost, for the payment of all guarantees to the participating schools.

b. LICENSEE shall provide at its cost, game officials, game administration personnel (e.g. scorekeeper, clock operators, statistics computer operator and assistant and a public address announcer), media hospitality and the reimbursement of costs for any labor necessary for the installation and removal of floor logo decals, banners, etc..

c. LICENSEE shall pay for all costs associated with the promotion of the Event including, but not limited to, marketing and advertising.

13. OTHER OBLIGATIONS OF LICENSOR

a. LICENSOR shall provide at its cost, heating/air conditioning, overhead lighting for ordinary use, use of the public address system, staff supervision, security services, medical personnel and facilities, ambulance service, box office personnel, operations and cleaning staff, press box staff and locker rooms of a kind and quantity generally provided at the ARENA for intercollegiate athletic events.

b. LICENSOR shall provide at its cost, scoreboard and videoboard operators.

c. All other services requested by LICENSEE will be at the expense of LICENSEE.

14. PARKING

Parking will be controlled and operated by LICENSOR or its designee, which will retain and be entitled to all revenue from said parking. A mutually agreed upon number of complimentary passes will be printed and presented by LICENSOR to LICENSEE for use at the Event.

15. WINNERS CLUB

LICENSOR shall operate, in conjunction with the concessionaire, the non-exclusive, Winners Club for the purpose of serving food and beverages. Use of the Winners Club shall be restricted to those persons attending the Event and not as a facility open to the general public. LICENSEE shall not be permitted to sell memberships to the Winners Club at the Club's entrance prior to or during the Event. LICENSOR shall have the sole right to determine access to the Winners Club.

The LICENSOR shall also retain the use and control of the two Franchise Rooms.

16. ADVERTISING SIGNS AND POSTERS

Except as described herein, all advertising spaces on the premises of LICENSOR are the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR. Notwithstanding the foregoing, LICENSEE shall be entitled to sell or otherwise grant sponsorships or advertising rights with respect to temporary signage and promotional opportunities within the Arena, to include the display of sponsors, identification and advertising in the following mediums and locations; decals on the playing floor, scorer's table, press table, basket supports (excluding stanchion front pads), cups, coolers, towels, chairbacks, areas immediately adjacent to the playing floor; public address announcements matrix and video screens, LED signage in the Arena; Event hospitality area; lobbies and concourses; Event programs and Event related materials; promotion and advertising materials. Approval of LICENSEE's advertisers or sponsors shall not be unreasonably withheld so long as they are not in conflict with Licensor's exclusive advertisers and sponsors. If LICENSOR secures sponsorship revenue related to the Event or if LICENSOR refers a prospective sponsor to LICENSEE which leads to LICENSEE contracting and receiving sponsorship revenue from this referral, then LICENSOR shall receive the following amount related to such sponsorship revenue ; 50% of the first \$50,000 or 20% of the entire amount, whichever is greater.

LICENSEE shall not itself, nor through the National Collegiate Athletic Association or any broadcaster with whom LICENSEE, or the National Collegiate Athletic Association has an agreement to broadcast the games, permit the display utilizing electronic or computer technology, of any advertising device, logo or any material pertaining to any advertiser during such broadcasts in such a manner which would make it appear to the viewer of the broadcast that the advertising device, logo or material was in place at the ARENA, without the expressed written consent of the LICENSOR, nor do anything to contribute to the

creation of an impression that a relationship exists between any advertiser and LICENSOR, nor permit the display of any advertising device, logo or material of any advertiser whose product or service is in conflict with that of any advertiser with whom LICENSOR has a contractual relationship.

17. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE which insures the LICENSEE's operations contemplated by this Agreement. Such General Liability insurance shall be written with a limit of at least \$1,000,000.00 (one million dollars) Combined Single Limit for Bodily Injury and Property Damage Liability, Personal Injury Liability. There shall be no exclusion or limitation or restriction with respect to claims made by participants. The LICENSOR shall be included as an additional insured.

A certificate of such insurance shall be provided to the LICENSOR by the LICENSEE. The policy shall also provide and the certificate shall so note, that the coverage may not be cancelled or any major change in coverage be implemented without at least thirty (30) days' written notice given to the LICENSOR.

The LICENSEE shall also provide Worker's Compensation insurance for any of their employees as required by the Worker's Compensation and Occupational Disease Laws of the State of New Jersey. A certificate of such insurance shall also be provided to the LICENSOR.

The LICENSOR represents that it has Comprehensive General Liability insurance for any and all claims arising out of the structure or operations of the LICENSOR and the LICENSOR's personnel, agents, servants or representatives. LICENSEE shall be named as an additional insured under the policy. The LICENSOR shall provide proof of such insurance to LICENSEE.

The LICENSOR shall also insure against and be responsible for and LICENSEE shall have no liability for claims arising from the operation of vehicular traffic on the licensed premises including the parking lots operated pursuant to Paragraph 14.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds during the term of this Agreement, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to the LICENSOR out of ticket sale receipts, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, and with the exception of the fact that the withholding of such ticket sales receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third-Party Property Damage Liability Insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third-Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third-Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

18. INDEMNIFICATION

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any agent, contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

19. WAIVER OF PERSONAL LIABILITY

All obligations and liabilities under this Agreement on the part of both parties are solely corporate or partnership liabilities and each party hereby releases each and every officer, agent, director, partner and member of the other party of and from any personal or individual liability under this Agreement, and no officer, agent, director, or member of either party shall at any time or under any circumstances be individually or personally liable under this Agreement or for any action taken hereunder by LICENSEE or otherwise in connection therewith, or for or on account of any failure on the part of that party hereunder, except with respect to fraud, intentional or willful misconduct, acts constituting

a crime, malice, conduct outside the scope of employment or any other acts by an employee for which the LICENSOR would not be liable under the Tort Claims or Contractual Liability Acts.

20. PUBLIC SAFETY

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by policy personnel responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all way of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress or egress to and from the premises by the LICENSEE, unless otherwise agreed to by LICENSOR.

21. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE. LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, or custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit and all watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may, upon five (5) day's notice to LICENSEE, at the place specified herein for notice, dispose of said property as it may see fit, whether by selling the same, destroying it or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

22. COMPLIANCE WITH LAWS AND REGULATIONS

LICENSEE agrees that every person connected with LICENSEE's use of the ARENA shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the LICENSOR for the governance and management of the ARENA and, if the attention of LICENSEE is called to a violation on the part of LICENSEE, or any personnel employed by or admitted to said premises by LICENSEE, LICENSEE will immediately desist from and correct such violation.

23. DEFACEMENT OF BUILDING

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building, nor shall make or allow to be made any alteration of any kind therein.

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display area as LICENSOR may provide. Use of such areas in a non-exclusive right. All material is subject to approval by LICENSOR.

24. EVENT ADVERTISING

LICENSEE agrees that all advertising for the Event will be honest and true and will include accurate information of the Event time and ticket prices.

25. RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

26. OCCUPANCY INTERRUPTION

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this Agreement will terminate and LICENSEE

hereby waives any claim for damages or compensation should this Agreement be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its Event without additional charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the Event, LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

27. OBJECTIONAL PERSONS

LICENSOR reserves the right to eject or cause to be ejected from the premises, any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

28. ANNOUNCEMENTS

LICENSOR reserves the right to make announcements which would relate to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety.

29. AGREEMENT TO QUIT PREMISES

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at the commencement date of this Agreement, ordinary wear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as determined by the LICENSOR.

30. LOST ARTICLES

LICENSOR shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the leased premises and the LICENSEE or any person in LICENSEE's employ shall not collect or interfere with the collection of custody of such articles.

31. NON-ASSIGNMENT

LICENSEE will not assign, transfer, subject or compromise any right, title or interest in this Agreement, without LICENSOR's prior written approval, which approval may be withheld by the LICENSOR in its sole discretion.

32. REFUND OF TICKET REVENUE

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public.

33. DEFAULT

LICENSEE further covenants that, if any default is made in any provision(s) of this Agreement, this Agreement and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if the Agreement had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the Agreement, LICENSOR shall be entitled to the costs of suit and reasonable attorneys' fees.

34. CIVIL RIGHTS

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of any reason prohibited by law, and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services, or privileges offered to or enjoyed by the general public.

35. FORCE MAJEURE

If the Event cannot take place, in whole or in part, because of an act of God, national emergency, war, labor dispute, fire casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

If the Event cannot take place, in whole or in part, because of an Act of God, national emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of LICENSEE or which LICENSEE is unable to avoid by the exercise of due diligence, LICENSEE shall have no obligation or liability whatsoever to LICENSOR as a result thereof.

36. SEVERABLE AGREEMENT

This is a severable agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

37. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

38. DISCRETIONARY MATTERS

Any decision affecting any material not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its President and Chief Executive Officer or its Senior Vice-President, Stadium/ARENA.

39. RELATIONSHIP OF PARTIES

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE an agent or employee of the LICENSOR.

40. NOTICE

Any notice required or permitted to be given by the provisions hereof shall be conclusively deemed to have been received by a party hereto on the day it is delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or, if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such part at such address:

If to LICENSEE, at

Rick Giles
President
TheGazelle Group, Inc.
475 Wall Street
Princeton, NJ 08540

If to the LICENSOR, at

James R Minish
Executive Vice President, Facilities
New Jersey Sports and Exposition Authority
50 State Route 120
East Rutherford, NJ 07073

with copies to:

Mark Stefanacci, Esq.
Chief Operating Officer
New Jersey Sports and Exposition Authority
50 State Route 120
East Rutherford, NJ 07073

41. CHOICE OF LAW

This Agreement shall be interpreted according to the laws of the State of New Jersey. Any actions brought in regard to this Agreement must be filed in the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY

By: 

James R Minish
Executive Vice President, Facilities

THE GAZELLE GROUP, INC.

By: 

Rick Giles
President

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of September, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or ARENA Manager hereinafter referred to as AUTHORITY, and Devotional Associates of Yogeshwar, 187 Oak Mill Street, Addison, Illinois 60101 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

DAY Milan

Date: November 12, 2011

Time: 4:00 pm – 8:00pm

Event Length: 4 hours

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA at a date and time mutually agreed upon by AUTHORITY and LICENSEE, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required (including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE shall pay to the AUTHORITY the sum of \$40,000 as a License Fee for the Event. LICENSEE shall also reimburse AUTHORITY for all direct and indirect expenses incurred by the AUTHORITY as specified in this Agreement as a result of the Event, which is the subject of this Agreement.

The License Fee shall be paid under the following payment schedule:

-A non-refundable deposit of \$20,000 is due upon contract signing but no later than Tuesday, September 13 2011.

-\$20,000 and 100% (\$87,178) of estimated expenses = \$107,178 by Friday, October 21

-Final settlement within 30 days of event.

If for any reason said license fee is not paid as aforesaid, it is agreed that the AUTHORITY may at its option cancel the event by giving written notice to LICENSEE.

3. **PAYMENT OF EXPENSES:**

LICENSEE shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the AUTHORITY for the production of the Event.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. AUTHORITY retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from

such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

This paragraph is purposely left blank

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Devotional Associates of Yogeshwar Milan

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any employees, agents or players and any contractors or sub-contractors retained by the LICENSEE. This policy shall contain no exclusion or limitation of

liability for injury to participants. The AUTHORITY shall be listed as additional insured under such policy.

AUTHORITY shall obtain, at its own cost and expense, Commercial General Liability Insurance in the name of the AUTHORITY, which insures all operations of the AUTHORITY contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement. Such General Liability Insurance shall be written with a limit of at least \$5,000,000 (5 million dollars) combined single-limit for Bodily Injury and Property Damage Liability, Personal Injury Liability, and coverage for all acts and omissions of any employees, agents, contractors or other persons retained by the AUTHORITY. The Licensee shall be listed as an additional insured under such policy.

If said premises, or any portion of any building or grounds, during the term of this agreement, shall be damaged by the players or patrons, the LICENSEE will pay to AUTHORITY such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or with the consent of LICENSEE's employees or any persons acting for or on behalf of LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY's premises.

Certificates of all such insurance shall be provided to the AUTHORITY not less than seven (7) days prior to each season. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will

in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other

like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

Deal is 70/30 with taxes and credit card commission taken off the top.

17. **BROADCAST RIGHTS**

AUTHORITY reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should AUTHORITY grant to LICENSEE said privilege, AUTHORITY has the right to require advance payment to the AUTHORITY of any estimated related costs to be incurred by the AUTHORITY and may also require payment for said privilege in addition to the license fee. The AUTHORITY shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this agreement without prior written approval from the AUTHORITY and the performer's agent or authorized representative of the performer. AUTHORITY has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE, with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event, extra lights such as carbon, spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse, of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY. Parking fee for this event will be free. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSEE.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees, and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or

costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFAACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for the event TBD.

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its ARENA Manager.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.


47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

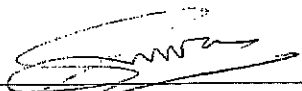
48. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analysis and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish
Executive Vice President – Facilities

DEVOTIONAL ASSOCIATES OF YOGESHWAR

BY 
Suresh Vora

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of October, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. USE OF PREMISES

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Guns N' Roses

Date: November 17, 2011

Time: 8:00 pm - 11:30 pm

Event Length: 3 1/2 hours

11:30 PM JAW
As discussed between Kevin Morrow and Ron VanDevent

3 1/2 hrs JAW

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 4:00 a.m. on the 17th day of November, 2011 and to the 18th day of November, 2011 at 4:00 a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all applicable rights, and agreements, required for the presentation of the event.

2. ARENA LICENSE FEE

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$80,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during

settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts or collected revenues up to the amount of sums necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a mutually agreed upon contingency pending satisfactory monetary resolution for any such building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE and shall be further subject to the provisions contained in Section 28 of this Agreement. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public, which shall be reasonably based on the nature of the Event and the anticipated attendance. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than a force majeure occurrence or a breach of this Agreement by LICENSOR, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement that are unable to be mitigated after LICENSOR'S reasonable efforts to do so.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract or a confirmed offer in accordance with industry custom with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Guns N' Roses

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring LICENSEE'S operations in connection with the event contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to the specific performers. The LICENSEE shall list the LICENSOR as an additional insured as respects the liabilities assumed herein by LICENSEE on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or knowingly permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

Subject to the provisions of Section 28, if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to the original condition as received by LICENSEE at load-in, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

As between LICENSEE and LICENSOR, LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building

and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE (other than LICENSOR or its employees, agents, or contractors). LICENSEE may or may not insure the obligation in Section 28 for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR in advance of the event. In the event of a cancellation of LICENSEE'S insurance or any major change in coverage, notice thereof shall be provided to LICENSOR in accordance with LICENSEE'S policy provisions.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the reasonable rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will promptly desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space in connection with the presentation of the Event (as opposed to the day-to-day operation of the Arena) as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of any act, omission, breach or negligence of the LICENSEE (or its employees, agents or contractors) in connection with the Event or any operations of LICENSEE otherwise contemplated by this Agreement. This obligation includes reasonable, outside attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision shall not extend to any claims arising from (a) the sole negligence or willful misconduct of the LICENSOR, or its employees, agents or contractors or (b) structural or premises-related defects of the Arena.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts of LICENSEE for all unpaid license fees, reimbursable expenses and taxes, only up to the amount of sums due by LICENSEE due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it reasonably necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA (provided it is safe to do so) or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE (or the artist) shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, who shall provide for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards taken off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the

license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the live performance of copyrighted music used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of the live performance of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement (but not the artistic content thereof) and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above. LICENSOR acknowledges and agrees that it is generally aware of the content of the Event as contemplated herein and that it does not violate any of the provisions contained in this section.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse by LICENSEE of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premises for business purposes upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with a number of credential passes for key working personnel as determined by LICENSEE (in conjunction with the tour).

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to any property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement, except to the extent any claims arise out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, except to the extent any such loss, injury or damage arises out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. Any watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice to LICENSEE, and a reasonable opportunity for LICENSEE to remove same, dispose of said property as it may see fit,

whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will reimburse LICENSOR any actual and documented sums as shall be necessary to restore said premises to their same condition as received by LICENSEE at load-in of the Event, ordinary wear and tear excepted. LICENSEE'S liability for damage of the nature described in this section shall be subject to LICENSOR providing LICENSEE with notice of and an opportunity to inspect same within 48 hours following the end of the Event. LICENSEE shall not be liable for any pre-existing conditions or damage caused by the LICENSOR, or its employees, agents, or contractors. LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence beyond the reasonable control of either party shall render the fulfillment of this lease by either party impossible or impracticable, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall be refunded any deposits paid prior to such termination and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate

the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity, or reschedule, without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity or reschedule, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR, provided, however, that LICENSEE is in agreement with the determination of the rental fee adjustment.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right, except to the extent such damages arise out of the gross negligence or willful misconduct of LICENSOR, or its officers, employees, agents or contractors.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 7:00 pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public. Notwithstanding the foregoing, LICENSOR acknowledges that LICENSEE generally maintains a "no refunds" policy, and LICENSOR shall make reasonable efforts to consult with LICENSEE prior to issuing such refunds if practicable.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements within a mutually agreed upon time prior to the start of the Event and further provided that such announcement(s) do not unreasonably interfere with LICENSEE'S Event, which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit

the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any material covenant or agreement therein contained, and LICENSEE fails to cure same within a reasonable period of time following notice thereof from LICENSOR, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which either party is unable to avoid by exercise of due diligence, that party shall have no obligation or liability whatsoever to the other party as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and reasonable discretion, it deems the action(s) of LICENSEE or its agents to (i) place the patrons or LICENSOR or its employees, agents, or contractors in an unsafe situation; or (ii) the performance has been altered from the typical content of the Event, in such a manner as to be considered

inappropriate. For the avoidance of doubt, the provisions of this Section 42 shall expressly be subject to the cure period referenced in Section 39.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the reasonable discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager except those matters resulting in an increase of LICENSEE'S assumption of liability hereunder.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

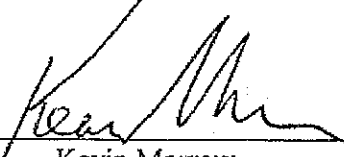
49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analysis and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish – Executive Vice President Facilities

LIVE NATION WORLDWIDE, INC.

By 
Kevin Morrow

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
PL1	\$75.00
PL2	\$45.00
PL3	\$29.50

The ticket price includes a \$3.50 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. SUITE REVENUE DISTRIBUTION

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to all luxury suites in the ARENA. The tickets in all luxury suites allocated to the IZOD Center/NJSEA or leased on an annual basis are complimentary. All other luxury suites shall be available for purchase through the IZOD Center for which the sale of each ticket shall be included in the overall gross.
- B. Suite 121 shall be allocated to the LICENSEE

3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

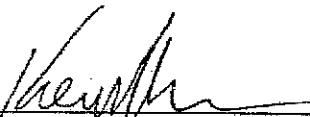
LICENSOR: 20 tickets shall be allocated to the LICENSOR per show.

LICENSEE: As determined by LICENSEE

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish – Executive Vice President Facilities

LIVE NATION WORLDWIDE, INC.

By 
Kevin Morrow

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of October, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as LICENSOR, and Live Nation Worldwide, Inc. at 220 West 42nd Street, 11th floor, New York, NY 10036 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said LICENSOR grants LICENSEE a non-assignable right for the use of such portions of the IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the LICENSOR from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

Judas Priest

Date: November 18, 2011

Time: 6:00 pm - 9:30 pm

Event Length: 3 1/2 hours

11:00 PM 10:00 PM gm
5 hours
4 gm

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 4:00 a.m. on the 18th day of November, 2011 and to the 19th day of November, 2011 at 4:00a.m., for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all applicable rights, and agreements, required for the presentation of the event.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by LICENSOR, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the LICENSOR the sum of \$65,000 plus stagehands. The LICENSOR will deduct the 7% New Jersey State Sales Tax during

settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the LICENSOR or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts or collected revenues up to the amount of sums necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

LICENSOR shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the LICENSOR for the production of the Event.

The LICENSEE will be required to pay for stagehand labor, insurance, backstage stage and barricade security, dressing room furniture, credit card charges, phone charges (\$150 per line plus toll calls), pyro permits, ASCAP/BMI Music License Fee, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the LICENSOR has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a mutually agreed upon contingency pending satisfactory monetary resolution for any such building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE and shall be further subject to the provisions contained in Section 28 of this Agreement. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE LICENSOR:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by LICENSOR for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public, which shall be reasonably based on the nature of the Event and the anticipated attendance. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the LICENSOR.

5. **BOX OFFICE FACILITIES:**

a. LICENSOR shall furnish LICENSEE a copy of ticket printer's manifest before each event. LICENSOR shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the LICENSOR all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the LICENSOR. ALL SEATING WILL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The LICENSOR'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the LICENSOR undertake the sale of **group tickets**, it will be reimbursed at a rate of 10% (ten percent) of sales total.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b above, there shall be an additional charge to the LICENSEE, at the discretion of the LICENSOR'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement for reasons other than a force majeure occurrence or a breach of this Agreement by LICENSOR, no deposit refund shall be made and the full License Fee guarantee as called for by this Agreement shall be paid to LICENSOR as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by LICENSOR in connection with the event covered by this Agreement that are unable to be mitigated after LICENSOR'S reasonable efforts to do so.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and compatible contract or a confirmed offer in accordance with industry custom with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

Judas Priest
Thin Lizzy

Black Label Society

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

If LICENSEE requests the LICENSOR to place the advertising for this Event and the LICENSOR makes the necessary payment to the Advertisers, the LICENSOR will be reimbursed at settlement. Advertising account is as follows:

NOT APPLICABLE

9. **INSURANCE**

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance coverage insuring LICENSEE'S operations in connection with the event contemplated by this Agreement, in addition to the contractual assumption of liability as stated herein. Such General Liability insurance shall be written with a limit of not less than \$5,000,000.00 comprehensive single limit coverage for bodily injury and property damage liability, personal injury liability and coverage for all acts and omissions of any agents or performers and any contractors or subcontractors retained by the LICENSEE. The policy shall be written on an occurrence form with no limitations with respect to the specific performers. The LICENSEE shall list the LICENSOR as an additional insured as respects the liabilities assumed herein by LICENSEE on its Commercial General Liability insurance coverage hereunder. LICENSEE will not do, or knowingly permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereon, which would in any way conflict, or not comply with the terms, conditions or provisions of a customary Commercial General Liability policy.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

Subject to the provisions of Section 28, if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to LICENSOR out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to the original condition as received by LICENSEE at load-in, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

As between LICENSEE and LICENSOR, LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building

and grounds by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE (other than LICENSOR or its employees, agents, or contractors). LICENSEE may or may not insure the obligation in Section 28 for damage to LICENSOR'S premises, which is not covered by LICENSOR'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the LICENSOR in advance of the event. In the event of a cancellation of LICENSEE'S insurance or any major change in coverage, notice thereof shall be provided to LICENSOR in accordance with LICENSEE'S policy provisions.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the reasonable rules and regulations of the LICENSOR for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will promptly desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space in connection with the presentation of the Event (as opposed to the day-to-day operation of the Arena) as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to potentially endanger any person; and to indemnify, defend, hold and save harmless the LICENSOR against any and all claims for loss, injury or damages to persons or property, including claims of employees of the LICENSEE or any contractor or subcontractor of the LICENSEE, arising out of any act, omission, breach or negligence of the LICENSEE (or its employees, agents or contractors) in connection with the Event or any operations of LICENSEE otherwise contemplated by this Agreement. This obligation includes reasonable, outside attorney's fees, costs and disbursements incurred in the defense of any such claim arising out of the event or any operations contemplated by this Agreement. This provision shall not extend to any claims arising from (a) the sole negligence or willful misconduct of the LICENSOR, or its employees, agents or contractors or (b) structural or premises-related defects of the Arena.

13. **LIEN**

LICENSOR shall have the first lien against ticket office receipts of LICENSEE for all unpaid license fees, reimbursable expenses and taxes, only up to the amount of sums due by LICENSEE due for the event covered by this Agreement. LICENSOR is empowered to withhold from ticket office receipts all such items.

14. **PUBLIC SAFETY**

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the LICENSOR.

15. **RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT**

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it reasonably necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA (provided it is safe to do so) or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. **CONCESSIONS**

a. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE (or the artist) shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the LICENSOR, who shall provide for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The LICENSOR shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the LICENSOR.

The merchandise deal: 80/20 with taxes, bootleg security (\$600 Arena Security) and credit cards taken off the top and 85/15 on CD's and DVD's only.

17. **BROADCAST RIGHTS**

LICENSOR reserves all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. Should LICENSOR grant to LICENSEE said privilege, LICENSOR has the right to require advance payment to the LICENSOR of any estimated related costs to be incurred by the LICENSOR and may also require payment for said privilege in addition to the

license fee. The LICENSOR shall not charge any fee for the origination of news broadcasts. Such permission must be obtained in writing ten (10) days in advance of the broadcast date.

The LICENSOR shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting.

18. **RECORDING**

LICENSEE agrees that no recording, either visual or audio of any kind will be made of the event or events covered by this Agreement without prior written approval from the LICENSOR and the performer's agent or authorized representative of the performer. LICENSOR has the right to require payment for said privilege.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the live performance of copyrighted music used on or incorporated into the Event. LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR from any claims or costs, including legal fees, which might arise from questions of the live performance of any such materials described above.

20. **PERFORMANCE APPROVAL**

LICENSOR retains approval right of performance, exhibition, or entertainment to be offered under this Agreement (but not the artistic content thereof) and LICENSEE agrees that no such activity or part thereof shall be given or held if LICENSOR files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this Agreement.

If LICENSOR exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above. LICENSOR acknowledges and agrees that it is generally aware of the content of the Event as contemplated herein and that it does not violate any of the provisions contained in this section.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or LICENSOR service personnel designated by LICENSOR in accord with LICENSOR'S prevailing practice. Any exceptions must be approved in writing by the LICENSOR. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the LICENSOR.

22. **ELECTRICITY**

In the event extra lights, such as carbon arc spotlights, or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the LICENSOR, or the approved LICENSOR electrical contractor. Multiple plugs such as twin sockets, etc., will not be permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to

LICENSOR and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

LICENSOR agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse by LICENSEE of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by the LICENSOR, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the LICENSOR for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the LICENSOR.

25. **CREDENTIALS**

The LICENSOR, its officers, directors, selected employees and selected concessionaires shall, have access to the premises for business purposes upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the LICENSOR'S officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide LICENSOR with a number of credential passes for key working personnel as determined by LICENSEE (in conjunction with the tour).

26. **LICENSEE PROPERTY**

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to any property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement, except to the extent any claims arise out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, except to the extent any such loss, injury or damage arises out of the gross negligence or willful misconduct of LICENSOR, or its employees, agents or contractors. Any watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may upon five (5) days notice to LICENSEE, and a reasonable opportunity for LICENSEE to remove same, dispose of said property as it may see fit,

whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by LICENSOR.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will reimburse LICENSOR any actual and documented sums as shall be necessary to restore said premises to their same condition as received by LICENSEE at load-in of the Event, ordinary wear and tear excepted. LICENSEE'S liability for damage of the nature described in this section shall be subject to LICENSOR providing LICENSEE with notice of and an opportunity to inspect same within 48 hours following the end of the Event. LICENSEE shall not be liable for any pre-existing conditions or damage caused by the LICENSOR, or its employees, agents, or contractors. LICENSOR agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the LICENSOR.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as LICENSOR may provide. Use of such areas is a non-exclusive right. All material is subject to approval by LICENSOR.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information. All advertising space on the premises of LICENSOR is the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence beyond the reasonable control of either party shall render the fulfillment of this lease by either party impossible or impracticable, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License Agreement will terminate and the LICENSEE shall be refunded any deposits paid prior to such termination and both parties hereby waive any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate

the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its activity, or reschedule, without additional rental charge providing such time does not interfere with another schedule use of the ARENA. If it is not possible to complete presentation of the activity or reschedule, rental shall be forfeited, prorated, or adjusted at the sole discretion of the LICENSOR based on the situation and the LICENSEE hereby waives any claim for damages or compensation from LICENSOR, provided, however, that LICENSEE is in agreement with the determination of the rental fee adjustment.

32. **OBJECTIONABLE PERSONS**

LICENSOR reserves the right, using reasonable, non-discriminatory discretion, to eject or cause to be ejected from the premises any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right, except to the extent such damages arise out of the gross negligence or willful misconduct of LICENSOR, or its officers, employees, agents or contractors.

33. **OPENING HOURS**

LICENSOR agrees to open doors for the Event at 5:00 pm.

34. **REFUND OF TICKET REVENUE**

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the LICENSOR the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public. Notwithstanding the foregoing, LICENSOR acknowledges that LICENSEE generally maintains a "no refunds" policy, and LICENSOR shall make reasonable efforts to consult with LICENSEE prior to issuing such refunds if practicable.

35. **ANNOUNCEMENTS**

LICENSOR reserves the right to make announcements within a mutually agreed upon time prior to the start of the Event and further provided that such announcement(s) do not unreasonably interfere with LICENSEE'S Event, which would relate briefly to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit

the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

LICENSOR shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without LICENSOR'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the License Fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any material covenant or agreement therein contained, and LICENSEE fails to cure same within a reasonable period of time following notice thereof from LICENSOR, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case suit or action is instituted by either party to enforce compliance with the agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which either party is unable to avoid by exercise of due diligence, that party shall have no obligation or liability whatsoever to the other party as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the LICENSOR may terminate this Agreement at any time when, in its judgment and reasonable discretion, it deems the action(s) of LICENSEE or its agents to (i) place the patrons or LICENSOR or its employees, agents, or contractors in an unsafe situation; or (ii) the performance has been altered from the typical content of the Event, in such a manner as to be considered

inappropriate. For the avoidance of doubt, the provisions of this Section 42 shall expressly be subject to the cure period referenced in Section 39.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

45. **DISCRETIONARY MATTERS**

Any decision affecting any material provision not herein expressly provided for shall rest solely within the reasonable discretion of the LICENSOR, its Chief Executive Officer or its Stadium/ARENA Manager except those matters resulting in an increase of LICENSEE'S assumption of liability hereunder.

46. **APPLICABLE LAW**

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. **RELATIONSHIP**

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the LICENSOR.

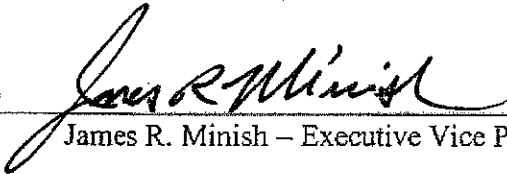
48. **ARENA NAME**

The ARENA shall at all times be known as the IZOD CENTER or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

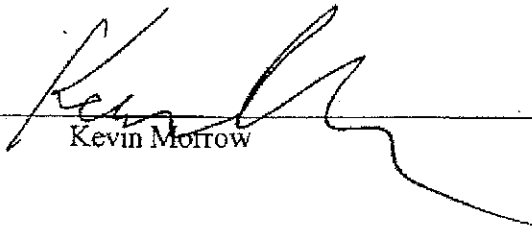
49. **CONFIDENTIALITY**

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analysis and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By 
James R. Minish – Executive Vice President Facilities

LIVE NATION WORLDWIDE, INC.

By 
Kevin Morrow

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. **TICKET PRICES - CONFIGURATION**

A. Net Capacity – TBD

<u>Area</u>	<u>Price</u>
PL1	\$85.00
PL2	\$65.00
PL3	\$52.50
PL4	\$37.00
PL5	\$25.00

The ticket price includes a \$3.50 facility fee, which the LICENSOR will be entitled to retain.

- B. The LICENSOR shall have the right to cause to be set aside for its purchase up to (TBD) tickets per show.
- C. The LICENSOR has the right to hold (TBD) seats for suite relocation for obstructed view suites due to production. (TBD) of these are complimentary. The remaining seats are an option to buy for the suiteholders.

2. **SUITE REVENUE DISTRIBUTION**

- A. It is understood and agreed that this permit for occupancy of the ARENA does not extend to all luxury suites in the ARENA. The tickets in all luxury suites allocated to the IZOD Center/NJSEA or leased on an annual basis are complimentary. All other luxury suites shall be available for purchase through the IZOD Center for which the sale of each ticket shall be included in the overall gross.
- B. Suite 125 shall be allocated to the LICENSEE

3. **COMPLIMENTARY TICKET DISTRIBUTION**

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

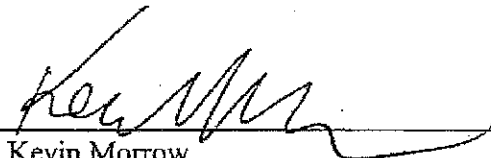
LICENSOR: 20 tickets shall be allocated to the LICENSOR per show.

LICENSEE: As determined by LICENSEE

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By  _____
James R. Minish – Executive Vice President Facilities

LIVE NATION WORLDWIDE, INC.

By  _____
Kevin Morrow

AGREEMENT

THIS AGREEMENT OF LICENSE made as of May 15, 2011, by and between the NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as LICENSOR), and THE GAZELLE GROUP, INC., (hereinafter referred to as LICENSEE).

WITNESSETH

1. USE OF PREMISES

ARENA: Under the terms and conditions hereof, the LICENSOR grants to LICENSEE to use and occupy that portion of the IZOD Center (hereinafter "ARENA"), for the purpose of presenting the Event described in Paragraph 2, below. The areas of use are as follows: the main ARENA and all seating areas, entries, concourses, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences and parking toll plazas, parking lots and roadways typically associated with maximum usage of the ARENA. In addition, selected team locker rooms, interview rooms and lounges will be designated by the LICENSOR from existing locker room areas.

2. DESCRIPTION OF EVENT

LEGENDS CLASSIC Men's NCAA Basketball Games
Teams - TBD
Dates - November 19 and 21, 2011
ARENA Doors Open - TBD
Game Time - TBD

3. TIME OF USE

The LICENSOR agrees to have the ARENA available to host the Event from 6:00 am on the 19th day of November 2011, and terminating at 11:59 pm on the 21st day of November, 2011, unless otherwise agreed to by the parties. LICENSOR shall determine, consistent with customary practices, at what times the ARENA basketball court may be available for the teams to practice.

4. REVENUE DISTRIBUTION AND EXPENSES

In consideration for LICENSOR agreeing to host the Event and LICENSEE agreeing to produce the Event at the time set forth above, the parties agree to the following:

- LICENSEE shall pay to LICENSOR a rental fee of \$60,000;
- LICENSOR shall receive ten (10%) percent of ticket revenues above \$120,000 in gross ticket sales minus New Jersey sales tax;
- LICENSOR shall retain 100% of the \$3.50 facility fee on each ticket sold;
- LICENSOR shall retain 100% of all parking and concession revenues.
- LICENSEE recognizes that suite tickets are included in the existing ARENA Suite License Agreements, and, as such, LICENSEE is not entitled to receive any revenue whatsoever that is derived from the use of the ARENA suites;
- The Parties shall mutually agree on the ticket prices for the Event;
- LICENSOR and LICENSEE shall both be permitted to sell sponsorships to the Event and the net revenue from the sale of said sponsorships shall be split between the parties according to that which is defined in Section 16 of this Agreement;
- LICENSOR shall not be entitled to receive any broadcast revenues from the Event.

5. PAYMENT OF EXPENSES

Except as otherwise agreed to in the Agreement, LICENSOR shall be responsible for all ARENA expenses associated with the Event.

6. ARENA NAME

The ARENA shall at all times be known as the IZOD Center or by such names as designated by the LICENSOR and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the LICENSOR first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

7. **SERVICES TO BE PROVIDED BY THE LICENSOR**

a. The ARENA will be operated and maintained in good, clean, working order and operating condition by LICENSOR for LICENSEE's Event including, but not limited to, all turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces.

b. The Event staff necessary to operate the premises for the Event, such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel required to move-in the Event, operate the Event and move-out the Event. LICENSOR retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public.

8. **BOX OFFICE FACILITIES**

a. LICENSOR shall furnish LICENSEE a box office statement after the Event. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of LICENSOR. ALL SEATING SHALL BE RESERVED.

b. It is hereby agreed and understood that the LICENSOR currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. LICENSOR will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to any outside agency(cies), LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency which sells LICENSEE's tickets. The LICENSOR's ticket manager will be responsible for properly depositing all monies, preparing box office statements, and other reports as are necessary and required.

d. It is understood that, should the LICENSOR undertake the sale of group tickets, LICENSOR shall be reimbursed at a rate of 10% (ten percent) of sales total.

e. Ticket Prices: TBD

f. LICENSEE may receive and utilize complimentary tickets for sponsors, teams, and promotional and advertising purposes. LICENSEE's allocation of complimentary tickets shall be capped at 700 tickets per event day, for a total of 1,400 complimentary tickets. Should

the LICENSEE distribute in excess of 700 complimentary tickets per event day, the LICENSOR shall be due the \$3.50 Facility Fee payable by the LICENSEE for each complimentary ticket in excess thereof. The LICENSOR and LICENSEE may mutually agree to increase the number of complimentary tickets available for distribution which are not subject to the \$3.50 Facility Fee, such agreement to not be unreasonably withheld by either party.

g. LICENSOR shall be allocated 24 complimentary tickets per event day.

9. CONCESSIONS

LICENSOR, through its concessionaire, shall operate the concessions and retain all revenues derived therefrom. LICENSOR reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to, the sole right to sell or give away refreshments, candies, sandwiches, beverages, and other privileges. LICENSEE shall not engage in nor undertake the sale of any of the aforesaid or similar articles or privileges, either before, during or after the Event or during any intermissions which might be provided during the Event. LICENSEE may not distribute free samples of food, beverage, or any product without prior written approval of LICENSOR.

10. MERCHANDISE

LICENSEE shall be entitled to enter into a separate agreement with LICENSOR's exclusive concessionaire, Aramark, for the sale to the concessionaire, of items of merchandise specific to the Event such as programs, T-shirts, sweatshirts, hats, visors, novelties and other like merchandise. LICENSOR shall designate stand locations for merchandising such items.

11. BROADCAST RIGHTS

LICENSEE shall have all rights for radio and television, internet and any other mutually agreed upon broadcasts of the Event originating from the ARENA.

LICENSOR shall have no responsibility or liability for the radio or television broadcasting (including ad lib remarks of announcers) including but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To

the extent it is responsible for the origination of, or the contracting for, such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the LICENSOR, its officers, representatives, agents, and employees from any and all claims, damages, liability, costs and expenses including reasonable attorney's fees arising from a radio or television broadcast, unless the claim or liability results from the negligence or willfulness of the LICENSOR or its employees or agents.

12. OTHER OBLIGATIONS OF LICENSEE

a. LICENSEE shall provide, at its cost, for the payment of all guarantees to the participating schools.

b. LICENSEE shall provide at its cost, game officials, game administration personnel (e.g. scorekeeper, clock operators, statistics computer operator and assistant and a public address announcer), media hospitality and the reimbursement of costs for any labor necessary for the installation and removal of floor logo decals, banners, etc..

c. LICENSEE shall pay for all costs associated with the promotion of the Event including, but not limited to, marketing and advertising.

13. OTHER OBLIGATIONS OF LICENSOR

a. LICENSOR shall provide at its cost, heating/air conditioning, overhead lighting for ordinary use, use of the public address system, staff supervision, security services, medical personnel and facilities, ambulance service, box office personnel, operations and cleaning staff, press box staff and locker rooms of a kind and quantity generally provided at the ARENA for intercollegiate athletic events.

b. LICENSOR shall provide at its cost, scoreboard and videoboard operators.

c. All other services requested by LICENSEE will be at the expense of LICENSEE.

14. PARKING

Parking will be controlled and operated by LICENSOR or its designee, which will retain and be entitled to all revenue from said parking. A mutually agreed upon number of complimentary passes will be printed and presented by LICENSOR to LICENSEE for use at the Event.

15. WINNERS CLUB

LICENSOR shall operate, in conjunction with the concessionaire, the non-exclusive, Winners Club for the purpose of serving food and beverages. Use of the Winners Club shall be restricted to those persons attending the Event and not as a facility open to the general public. LICENSEE shall not be permitted to sell memberships to the Winners Club at the Club's entrance prior to or during the Event. LICENSOR shall have the sole right to determine access to the Winners Club.

The LICENSOR shall also retain the use and control of the two Franchise Rooms.

16. ADVERTISING SIGNS AND POSTERS

Except as described herein, all advertising spaces on the premises of LICENSOR are the exclusive property of LICENSOR and all receipts therefrom shall accrue to LICENSOR. Notwithstanding the foregoing, LICENSEE shall be entitled to sell or otherwise grant sponsorships or advertising rights with respect to temporary signage and promotional opportunities within the Arena, to include the display of sponsors, identification and advertising in the following mediums and locations; decals on the playing floor, scorer's table, press table, basket supports (excluding stanchion front pads), cups, coolers, towels, chairbacks, areas immediately adjacent to the playing floor; public address announcements matrix and video screens, LED signage in the Arena; Event hospitality area; lobbies and concourses; Event programs and Event related materials; promotion and advertising materials. Approval of LICENSEE's advertisers or sponsors shall not be unreasonably withheld so long as they are not in conflict with Licensor's exclusive advertisers and sponsors. If LICENSOR secures sponsorship revenue related to the Event or if LICENSOR refers a prospective sponsor to LICENSEE which leads to LICENSEE contracting and receiving sponsorship revenue from this referral, then LICENSOR shall receive the following amount related to such sponsorship revenue ; 50% of the first \$50,000 or 20% of the entire amount, whichever is greater.

LICENSEE shall not itself, nor through the National Collegiate Athletic Association or any broadcaster with whom LICENSEE, or the National Collegiate Athletic Association has an agreement to broadcast the games, permit the display utilizing electronic or computer technology, of any advertising device, logo or any material pertaining to any advertiser during such broadcasts in such a manner which would make it appear to the viewer of the broadcast that the advertising device, logo or material was in place at the ARENA, without the expressed written consent of the LICENSOR, nor do anything to contribute to the

creation of an impression that a relationship exists between any advertiser and LICENSOR, nor permit the display of any advertising device, logo or material of any advertiser whose product or service is in conflict with that of any advertiser with whom LICENSOR has a contractual relationship.

17. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE which insures the LICENSEE's operations contemplated by this Agreement. Such General Liability insurance shall be written with a limit of at least \$1,000,000.00 (one million dollars) Combined Single Limit for Bodily Injury and Property Damage Liability, Personal Injury Liability. There shall be no exclusion or limitation or restriction with respect to claims made by participants. The LICENSOR shall be included as an additional insured.

A certificate of such insurance shall be provided to the LICENSOR by the LICENSEE. The policy shall also provide and the certificate shall so note, that the coverage may not be cancelled or any major change in coverage be implemented without at least thirty (30) days' written notice given to the LICENSOR.

The LICENSEE shall also provide Worker's Compensation insurance for any of their employees as required by the Worker's Compensation and Occupational Disease Laws of the State of New Jersey. A certificate of such insurance shall also be provided to the LICENSOR.

The LICENSOR represents that it has Comprehensive General Liability insurance for any and all claims arising out of the structure or operations of the LICENSOR and the LICENSOR's personnel, agents, servants or representatives. LICENSEE shall be named as an additional insured under the policy. The LICENSOR shall provide proof of such insurance to LICENSEE.

The LICENSOR shall also insure against and be responsible for and LICENSEE shall have no liability for claims arising from the operation of vehicular traffic on the licensed premises including the parking lots operated pursuant to Paragraph 14.

The LICENSOR will provide All Risk Insurance on its facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds during the term of this Agreement, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to the LICENSOR out of ticket sale receipts, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, and with the exception of the fact that the withholding of such ticket sales receipts paid to LICENSOR shall not exceed the amount of the deductible under any Third-Party Property Damage Liability Insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third-Party Property Damage Liability insurance, then and in such event, the LICENSOR may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the LICENSOR. A certificate of such Third-Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to LICENSOR on request.

18. INDEMNIFICATION

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the LICENSOR against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any agent, contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

19. WAIVER OF PERSONAL LIABILITY

All obligations and liabilities under this Agreement on the part of both parties are solely corporate or partnership liabilities and each party hereby releases each and every officer, agent, director, partner and member of the other party of and from any personal or individual liability under this Agreement, and no officer, agent, director, or member of either party shall at any time or under any circumstances be individually or personally liable under this Agreement or for any action taken hereunder by LICENSEE or otherwise in connection therewith, or for or on account of any failure on the part of that party hereunder, except with respect to fraud, intentional or willful misconduct, acts constituting

a crime, malice, conduct outside the scope of employment or any other acts by an employee for which the LICENSOR would not be liable under the Tort Claims or Contractual Liability Acts.

20. PUBLIC SAFETY

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by policy personnel responsible for public safety and with LICENSOR to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all way of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress or egress to and from the premises by the LICENSEE, unless otherwise agreed to by LICENSOR.

21. LICENSEE PROPERTY

LICENSOR will accept delivery of property addressed to LICENSEE only as a service to LICENSEE. LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, or custody of such property at any time. LICENSEE further indemnifies LICENSOR from any claims or costs related to claims from any third party for loss or damage to property on the premises of LICENSOR during the time covered by this Agreement. LICENSOR assumes no responsibility whatsoever for any property placed in said building and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit and all watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with LICENSOR. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, LICENSOR may, upon five (5) day's notice to LICENSEE, at the place specified herein for notice, dispose of said property as it may see fit, whether by selling the same, destroying it or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage, or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

22. COMPLIANCE WITH LAWS AND REGULATIONS

LICENSEE agrees that every person connected with LICENSEE's use of the ARENA shall abide by, conform to, and comply with all laws of the United States and the State of New Jersey and the rules and regulations of the LICENSOR for the governance and management of the ARENA and, if the attention of LICENSEE is called to a violation on the part of LICENSEE, or any personnel employed by or admitted to said premises by LICENSEE, LICENSEE will immediately desist from and correct such violation.

23. DEFACEMENT OF BUILDING

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building, nor shall make or allow to be made any alteration of any kind therein.

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display area as LICENSOR may provide. Use of such areas in a non-exclusive right. All material is subject to approval by LICENSOR.

24. EVENT ADVERTISING

LICENSEE agrees that all advertising for the Event will be honest and true and will include accurate information of the Event time and ticket prices.

25. RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT

The LICENSOR retains the exclusive right of technical control and crowd management, including in the event that the LICENSOR deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

26. OCCUPANCY INTERRUPTION

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this Agreement will terminate and LICENSEE

hereby waives any claim for damages or compensation should this Agreement be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the LICENSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of its Event without additional charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the Event, LICENSEE hereby waives any claim for damages or compensation from LICENSOR.

27. OBJECTIONAL PERSONS

LICENSOR reserves the right to eject or cause to be ejected from the premises, any objectionable person or persons and neither LICENSOR nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

28. ANNOUNCEMENTS

LICENSOR reserves the right to make announcements which would relate to future attractions, institutional advertising and such announcements as LICENSOR may deem necessary at any time in the interest of public safety.

29. AGREEMENT TO QUIT PREMISES

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at the commencement date of this Agreement, ordinary wear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as determined by the LICENSOR.

30. LOST ARTICLES

LICENSOR shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the leased premises and the LICENSEE or any person in LICENSEE's employ shall not collect or interfere with the collection of custody of such articles.

31. NON-ASSIGNMENT

LICENSEE will not assign, transfer, subject or compromise any right, title or interest in this Agreement, without LICENSOR's prior written approval, which approval may be withheld by the LICENSOR in its sole discretion.

32. REFUND OF TICKET REVENUE

LICENSOR retains the right to make determination of ticket refunds for cause, in keeping with LICENSOR policy or retaining faith with the public.

33. DEFAULT

LICENSEE further covenants that, if any default is made in any provision(s) of this Agreement, this Agreement and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if the Agreement had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by LICENSOR to enforce compliance with the Agreement, LICENSOR shall be entitled to the costs of suit and reasonable attorneys' fees.

34. CIVIL RIGHTS

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of any reason prohibited by law, and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services, or privileges offered to or enjoyed by the general public.

35. FORCE MAJEURE

If the Event cannot take place, in whole or in part, because of an act of God, national emergency, war, labor dispute, fire casualty or other unforeseen occurrence or any other cause beyond the control of the LICENSOR or which LICENSOR is unable to avoid by exercise of due diligence, LICENSOR shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

If the Event cannot take place, in whole or in part, because of an Act of God, national emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of LICENSEE or which LICENSEE is unable to avoid by the exercise of due diligence, LICENSEE shall have no obligation or liability whatsoever to LICENSOR as a result thereof.

36. SEVERABLE AGREEMENT

This is a severable agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

37. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding between the LICENSOR and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the LICENSOR and the LICENSEE.

38. DISCRETIONARY MATTERS

Any decision affecting any material not herein expressly provided for shall rest solely within the discretion of the LICENSOR, its President and Chief Executive Officer or its Senior Vice-President, Stadium/ARENA.

39. RELATIONSHIP OF PARTIES

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE an agent or employee of the LICENSOR.

40. NOTICE

Any notice required or permitted to be given by the provisions hereof shall be conclusively deemed to have been received by a party hereto on the day it is delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or, if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such part at such address:

If to LICENSEE, at

Rick Giles
President
TheGazelle Group, Inc.
475 Wall Street
Princeton, NJ 08540

If to the LICENSOR, at

James R Minish
Executive Vice President, Facilities
New Jersey Sports and Exposition Authority
50 State Route 120
East Rutherford, NJ 07073

with copies to:

Mark Stefanacci, Esq.
Chief Operating Officer
New Jersey Sports and Exposition Authority
50 State Route 120
East Rutherford, NJ 07073

41. CHOICE OF LAW

This Agreement shall be interpreted according to the laws of the State of New Jersey. Any actions brought in regard to this Agreement must be filed in the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY

By: 

James R Minish
Executive Vice President, Facilities

THE GAZELLE GROUP, INC.

By: 

Rick Giles
President

May 12, 2011

Mr. James R. Minish
Executive Vice President – Facilities
New Jersey Sports and Exposition Authority
50 State Route 120
East Rutherford, NJ 07073

LETTER AGREEMENT

Dear Jim:

ENTERTAINMENT, INC.

In reference to the Renewal Letter dated February 4, 2011, please allow this LETTER AGREEMENT to confirm our mutual understanding that the November 2011 engagement of Disney On Ice at the IZOD Center will now be as follows:

Move-in: 3:00 a.m., Tuesday, November 22, 2011
Engagement: Tuesday, November 22 – Sunday, November 27, 2011

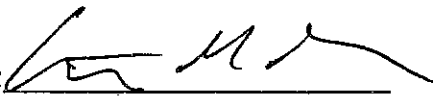
It is understood by both parties that scheduling on November 24, 2011 and November 27, 2011 are subject to NFL scheduling.

All other terms and conditions as outlined in the Agreement dated April 6, 1998, by and between RINGLING BROS.-BARNUM & BAILEY COMBINED SHOWS, INC. and NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, as amended October 17, 2003, March 9, 2005, March 1, 2007 and January 15, 2009, shall remain in full force and effect.

Please acknowledge receipt and acceptance of this notice by returning a signed original of this Letter Agreement to my attention at the Executive Offices address below. You may retain the second original for your file.

Sincerely,

RINGLING BROS.-BARNUM & BAILEY
COMBINED SHOWS, INC.

By: 
For: Bob Boggess
Vice President
Feld Motor Sports

BB:ts
(D32)

ACCEPTED AND AGREED TO:

NEW JERSEY SPORTS AND
EXPOSITION AUTHORITY

By: 
James R. Minish
Executive Vice President – Facilities

Date: May 17, 2011

IZOD CENTER LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of October, 2011 by and between The New Jersey Sports and Exposition Authority, acting by its Chief Executive Officer, or Stadium/ARENA Manager hereinafter referred to as AUTHORITY, and Event Services, Inc., a wholly owned subsidiary of World Wrestling Entertainment, Inc. P.O. Box 3857, 1241 East Main Street, Stamford, Conn. 06902 hereinafter referred to as LICENSEE,

WITNESSETH

1. **USE OF PREMISES**

a. **AREA:** Under the terms and conditions hereof, the said AUTHORITY grants LICENSEE a non-assignable right for the use of such portions of IZOD CENTER (the "ARENA"), described as follows: The ARENA, exhibition hall and all seating areas, entryways, vestibules, escalators, stairways, concession stands, press facilities, patron conveniences, parking toll plazas, lots and roadways typically associated with maximum usage of the ARENA. In addition, selected performer's rooms, hospitality suites, interview and crew rooms will be designated by the AUTHORITY from existing locker room space. This is for the sole purpose of presenting the event described below.

b. **DESCRIPTION OF EVENT:**

WWE Smackdown Holiday Tour

Date: December 30, 2011

Time: 7:30 PM - 11:00 PM

Event Length: 3 hours 30 minutes

c. **TIME OF USE:** Under this agreement, LICENSEE is entitled to use and occupy the ARENA from 8:00am on the 30th day of December, 2011 and to the 31st day of December, 2011 at 3:00am, for the purpose of loading in, installing equipment, preparing the premises and equipment for use, packing and removal of equipment afterwards of such other purposes as are reasonably related to the use for which LICENSEE is being allowed to use the ARENA. In no event shall the LICENSEE enter and use any area, part, service or facility of the ARENA without first obtaining the prior approval of the ARENA Manager or his designate.

LICENSEE hereby warrants and represents that it has all rights, agreements, and contracts required including contracts with the exhibitors for presentation of the event. LICENSEE will present all contracts and applicable requirements to the AUTHORITY'S ARENA Manager upon demand.

2. **ARENA LICENSE FEE**

LICENSEE agrees to furnish everything necessary for said performance not hereinafter agreed to being furnished by AUTHORITY, and in consideration of this permit for occupancy and use of the aforementioned portions of the ARENA for the purpose of, and at the times set forth above, agrees to pay the AUTHORITY the sum of 15.0% of gross admissions revenues, plus a flat expense fee of \$20,000. Gross admissions revenues shall be defined as the total amount derived from the sale of tickets less only the NJ State sales tax. The Authority will deduct the 7% New Jersey State Sales Tax during settlement and will remit the tax withholding directly to the NJ Division of Taxation.

If for any reason said License Fee and expenses as set forth in paragraph 3 are not paid, it is agreed that any box office receipts in the possession of the AUTHORITY or revenues collected by the LICENSEE during the event may be applied to the payment of said License Fee and expenses and LICENSEE waives all rights to the portion of the box office receipts all collected revenues necessary to pay said License Fee and expenses.

3. **PAYMENT OF EXPENSES:**

AUTHORITY shall pay all direct and indirect expenses, including but not limited to expenses of move in, set up, tear down, move out and those related to services described in paragraph 4 incurred by the Authority for the production of the Event.

The LICENSEE will be required to pay for stagehands, insurance, credit card charges, phone charges, ASCAP/BMI Music License Fee, lights, sound, staging, valet service, advertising, hospitality, transportation and any other event related cost.

A preliminary event settlement shall be completed upon conclusion of the show after the AUTHORITY has inspected its facilities to determine what damages to its ARENA, any portion thereof, its site or equipment, if any, has occurred. Such expenses shall include a contingency to be set-off as a security pending satisfactory monetary resolution of any building damages sustained. The payment for damages shall be the direct and sole responsibility of the LICENSEE. A final settlement shall be completed no later than 30 days after the close of the event.

4. **SERVICES TO BE PROVIDED BY THE AUTHORITY:**

a. The ARENA will be operated and maintained in good clean working order and operating condition by AUTHORITY for LICENSEE'S Event including but not limited to: All turnstiles, painting, utilities, elevators, heating and air conditioning equipment, lights, machinery, pipes, plumbing, wiring, electric fittings and outlets, restrooms, sewer and water, water drainage and one daily cleaning of all public spaces and between show clean up as possible for events with more than one performance on a single day.

b. The Event staff necessary to operate the premises for the Event such as ticket takers, ticket sellers, ushers, security, medical personnel, parking attendants, maintenance, cleaning and other trade union personnel (excluding stagehands) required to move-in the Event, operate the Event and move-out the Event. Authority retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public. All special services, such as seating arrangements, decorations, erection of platform stands, staging, props and employee work on overtime

resulting from such special service requests made by LICENSEE will be considered reimbursable expenses to the AUTHORITY.

5. **BOX OFFICE FACILITIES:**

a. AUTHORITY shall furnish LICENSEE a copy of ticket printer's manifest before each event. AUTHORITY shall furnish LICENSEE a box office statement after each event. LICENSEE shall pay the AUTHORITY all indirect and direct cost of the accounting, auditing and sale of tickets. Ticket printing, the scale of the house and configuration of the seating shall be arranged through and subject to the approval of the AUTHORITY. ALL SEATING WILL BE RESERVED, unless stipulated otherwise by AUTHORITY.

b. It is hereby agreed and understood that the AUTHORITY currently utilizes the TICKETMASTER system for the printing, accounting, and the sale of tickets for all public events held at the ARENA.

c. AUTHORITY will handle over-the-counter advance and day-of-event sales for LICENSEE at the ARENA ticket office. If the Box Office Manager consigns tickets to outside agencies, LICENSEE shall pay the sales fee, commission charge, refund fee of any outside agency, which sells LICENSEE'S tickets. The AUTHORITY'S ticket manager will be responsible for properly depositing all monies, preparing box office statements and other reports as are necessary and required.

d. It is understood that should the AUTHORITY undertake the sale of group tickets, it will be reimbursed at a rate of 10% (ten percent) of sales total for groups of 15 or more on ticket prices \$33.50 and \$23.50 and up to 300 seats priced at \$48.50. Prices are \$5.00 off each ticket's regular price.

6. **ADDITIONAL CHARGES**

Should the Event length time exceed the time allotted in section 1b. above, there shall be an additional charge to the LICENSEE, at the discretion of the AUTHORITY'S ARENA Manager in the sum of \$5,000.00 (five thousand dollars) per hour.

7. **CANCELLATION BY LICENSEE**

Should LICENSEE cancel or not appear for the event covered under this Agreement, no deposit refund shall be made and the full License Fee guaranteed as called for by this Agreement shall be paid to AUTHORITY as liquidated damages, not as a penalty, and LICENSEE also agrees to pay all expenses incurred by AUTHORITY in connection with the event covered by this Agreement.

8. **OBLIGATIONS OF THE LICENSEE**

The general obligations of the LICENSEE shall be as follows:

a. LICENSEE certifies and attests that it has a valid, properly executed and comparable contract with the PERFORMERS whose service forms the basis for this use of the ARENA. The acts to be supplied by the LICENSEE are as follows:

WWE Smackdown Holiday Tour

b. Production of the participants in the event.

c. Payment to the participating individuals of all moneys due under and all contractual arrangements with them.

d. LICENSEE shall, at its sole cost and expense direct the advertising, publicity and promotion campaign.

IF LICENSEE requests the AUTHORITY to place the advertising for this event and the AUTHORITY makes the necessary payment to the Advertisers, the AUTHORITY will be reimbursed at settlement. Advertising account is as follows;

NOT APPLICABLE

9. INSURANCE

LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE and the AUTHORITY, which insures all operations of the AUTHORITY and LICENSEE contemplated by this Agreement, and at the contractual assumption of liability reflected by this Agreement. Such General Liability insurance shall be written with a limit of at least \$5,000,000 combined single-limit for bodily injury and property damage liability, personal injury liability, and coverage for all acts and omissions of any agents or performers and any contractors or sub-contractors retained by the LICENSEE. Coverage may be provided under one policy naming both AUTHORITY and LICENSEE as named insured or separate policies may be provided.

LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

The AUTHORITY will provide All Risk Insurance on it's facilities to the full replacement value thereof and shall, to the extent possible without additional premium, waive any right of subrogation against the LICENSEE. This waiver will not apply to any deductible applied under this policy.

If said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of LICENSEE, its agents, contractor or its patrons, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such sums as shall be necessary to restore said premises to their original condition, ordinary wear and tear excepted, with the exception of the fact that the withholding of such ticket sale receipts paid to AUTHORITY shall not exceed the amount of the deductible under any Third Party Property-Damage Liability insurance maintained by LICENSEE, if any, or, if LICENSEE does not maintain Third Party Property Damage Liability insurance, then and in such event, the AUTHORITY may withhold from ticket receipts an amount not to exceed the amount of the deductible on the Property Damage insurance maintained by the AUTHORITY. A certificate of such Third Party Property Damage Liability insurance reflecting the limits, deductible and any limitation of coverage shall be provided to AUTHORITY on request.

LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said building and grounds by consent of LICENSEE, or by or

with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE. LICENSEE may or may not insure this obligation for damage to AUTHORITY'S premises, which is not covered by AUTHORITY'S insurance policy, (including the deductible).

Certificates of all such insurance shall be provided to the AUTHORITY. The policies shall also provide, and the certificate shall so note, that the coverage may not be canceled or any major change in coverage be implemented without at least 30 days prior written notice given to the AUTHORITY.

10. **COMPLIANCE WITH LAWS AND REGULATIONS**

LICENSEE agrees that every person connected with LICENSEE'S use of ARENA shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the rules and regulations of the AUTHORITY for the management of ARENA, and if the attention of said LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by or admitted to the premises by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

11. **LICENSES AND PERMITS**

LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances; and LICENSEE agrees to provide evidence of same to AUTHORITY upon demand.

12. **INDEMNITY**

LICENSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the AUTHORITY against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor, of LICENSEE arising out of the activities conducted by LICENSEE, its agents, members, or guests. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the buildings or any part thereof or in any way increase any rate of insurance upon the building or property kept there.

13. **LIEN**

AUTHORITY shall have the first lien against ticket office receipts and all property of LICENSEE upon the premises of AUTHORITY for all unpaid license fees, reimbursable expenses and taxes due for the event covered by this Agreement. AUTHORITY is empowered to withhold from ticket office receipts all such items, and, if such funds are not available at the conclusion of the event, to impound LICENSEE'S property. Should such unpaid charges remain unpaid ten days after termination of this Agreement, AUTHORITY shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

14. PUBLIC SAFETY

LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with AUTHORITY to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the LICENSEE and shall not be used for any purpose other than ingress and egress to and from premises by the LICENSEE, unless otherwise agreed to by the AUTHORITY.

15. RIGHT OF TECHNICAL CONTROL AND CROWD MANAGEMENT

The AUTHORITY retains the exclusive right of technical control and crowd management, including in the event that the AUTHORITY deems it necessary for crowd control purposes to control access, gates, stairways and turnstiles or to shut off power in the ARENA or because of building maintenance problems remove any of the technical personnel and/or equipment from unauthorized areas. LICENSEE shall have no authority with respect to such crowd management and security.

16. CONCESSIONS

a. AUTHORITY reserves all rights with respect to the sale of concessions in the ARENA and on the site of the entire Sports Complex, including, but not limited to the sole right to sell refreshments, periodicals, and other merchandise, to conduct check rooms, and other privileges and LICENSEE shall not engage in or undertake the sale of any the aforesaid or similar articles or privileges either before or after the event or during any intermission which might be provided during the event and shall receive no portion of the proceeds therefrom.

b. All agreement for food and beverage supplied by the concessionaire, ARAMARK, will be separate from this agreement, and be between the LICENSEE and ARAMARK.

c. The LICENSEE shall enter into a separate agreement with ARAMARK the exclusive merchandiser of the AUTHORITY, for the sale of event programs, and other items of merchandise to an event such as T-shirts, novelties, visors, sweat shirts and other like merchandise. The AUTHORITY shall designate stand locations for merchandising such items. No free samples of food, beverage, or any product may be given away or otherwise distributed without prior written approval by the AUTHORITY.

The merchandise deal: 75% to WWE, Inc. 25% to ARAMARK.
ARAMARK to provide and pay for sellers. Taxes, bootleg security and credit cards off the top.
85% to WWE, Inc. 15% to ARAMARK on CD's, DVD's and Video's only. Taxes, bootleg security and credit cards off the top.

17. BROADCAST RIGHTS

AUTHORITY grants all rights and privileges for outgoing radio, television, or simulcast broadcasts originating from the ARENA during the terms of this Agreement. LICENSEE shall be responsible for any additional union labor or fees due to the broadcast.

The AUTHORITY shall have no responsibility or liability for the radio, television, or simulcast broadcasting (including ad lib remarks of announcers) including, but not limited to responsibility or liability for any violation of any rights of others by such broadcasting. To the extent, it is responsible for the origination of such broadcasting, the LICENSEE agrees to defend, indemnify, and hold harmless the AUTHORITY, its officers, representatives, agents, and employees from any and all claims, damages, liability, cost and expenses including reasonable attorney fees arising from a radio, television, or simulcast broadcast.

18. **RECORDING**

AUTHORITY grants to LICENSEE the right to record, either visual or audio the event. LICENSEE shall be responsible for any additional union labor or fees due to filming, taping or recording the event. LICENSEE will negotiate the fees directly with Local 632.

19. **COPYRIGHTS**

LICENSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used on or incorporated into the event. LICENSEE agrees to indemnify, defend, and hold harmless the AUTHORITY from any claims or costs, including legal fees, which might arise from questions of use of any such materials described above.

20. **PERFORMANCE APPROVAL**

AUTHORITY retains approval right of performance, exhibition, or entertainment to be offered under this Agreement and LICENSEE agrees that no such activity or part thereof shall be given or held if AUTHORITY files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

If AUTHORITY exercises its right to cancel an event under this paragraph, LICENSEE is responsible for all costs as enumerated in paragraphs 7 above.

21. **UTILITY CONNECTIONS**

Contracts for installations of cables, electricity, gas and plumbing shall be made by LICENSEE with contractors or AUTHORITY service personnel designated by AUTHORITY in accord with AUTHORITY'S prevailing practice. Any exceptions must be approved in writing by AUTHORITY. All such connections and related work will be at the expense of the LICENSEE, including any related costs incurred by the AUTHORITY.

22. **ELECTRICITY**

In the event extra lights, (other than existing building spots), or other special lights or extraordinary electrical power shall be required by LICENSEE, they shall be paid for by LICENSEE at current rates in effect in said building. All electrical connections must be made by a representative of the AUTHORITY, or the approved AUTHORITY electrical contractor. Multiple plugs such as twin sockets, etc., will not be

permitted. Any such connections found will, of necessity, be required by the electrical contractor to conform to AUTHORITY and fire regulations. All electrical equipment shall be properly wired and meet fire underwriter's specifications.

23. **WATER**

AUTHORITY agrees to furnish water by means of the appliances installed for ordinary drinking, toilet or janitorial purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus will not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatever shall be paid for by the LICENSEE.

24. **PARKING**

Parking will be controlled and operated by AUTHORITY, which will retain and be entitled to all receipts from the parking. 15 parking passes will be printed and presented to LICENSEE by the AUTHORITY for use at the event. All services, equipment, labor and supplies provided or used in connection with the parking operations shall be provided at the expense of the AUTHORITY.

25. **CREDENTIALS**

The AUTHORITY, its officers, directors, selected employees and selected concessionaires shall, have access to the premise upon presentation of the authorized event credentials to be supplied by the LICENSEE. Such credentials are to be appropriately displayed. The distribution of such credentials to the AUTHORITY officers, directors, selected employees and selected concessionaires shall be performed by the ARENA manager. LICENSEE shall provide AUTHORITY with an adequate number of credential passes for key working personnel.

26. **LICENSEE PROPERTY**

AUTHORITY will accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless AUTHORITY for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. LICENSEE further indemnifies AUTHORITY from any claims or costs related to claims from any third party for loss or damage to property on the premises of AUTHORITY during the time covered by this Agreement. AUTHORITY assumes no responsibility whatsoever for any property placed in said building and AUTHORITY is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the occupancy of said building or any part thereof under this permit, and watchmen or other protective service desired by LICENSEE must be arranged by specific agreement with the AUTHORITY. In the event that LICENSEE shall leave any property on the premises after the termination of the engagement contracted for herein, Authority may upon five (5) days notice, dispose of said property as it may see fit, whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.

27. **EXHIBIT ENTRANCE**

All articles, exhibits, displays, etc., shall be brought into and out of the facility only at such entrances and during such hours as designated by AUTHORITY.

28. **DEFACEMENT OF BUILDING**

LICENSEE shall not injure or mar, or in any manner deface said premises, and shall not cause or permit to be driven any nails, hooks, tacks or screws in any part of said building nor shall be made or allow to be made any alterations of any kind therein. If said premises, or any portion of said building or grounds, during the term of this Agreement, shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE'S agent, employees, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to AUTHORITY out of ticket sale receipts and advance payment, such additional sums as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said building or to any portion of said building and grounds by consent of LICENSEE or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE and said AUTHORITY agrees to have on hand at all times sufficient security staff to maintain order and protect persons and property as required by the AUTHORITY.

29. **SIGNS AND POSTERS**

LICENSEE will not post or allow to be posted any signs, cards, or posters except upon such display areas as AUTHORITY may provide. Use of such areas is a non-exclusive right. All material is subject to approval by AUTHORITY.

30. **ADVERTISING**

LICENSEE agrees that all advertising of the event will be honest and true and will include accurate information of show times and ticket prices. All advertising space on the premises of AUTHORITY is the exclusive property of AUTHORITY and all receipts therefrom shall accrue to AUTHORITY.

31. **OCCUPANCY INTERRUPTION**

In case the ARENA or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this lease by the AUTHORITY impossible, including but without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this license agreement will terminate and the LICENSEE shall not pay the rent portion of the license fee and the said LICENSEE hereby waives any claim for damages or compensation should this lease be so terminated. LICENSEE may, with the approval of the General Manager of the ARENA, leave exhibits, equipment, or show material in the premises, but LICENSEE assumes full responsibility in accordance with the above. Should it become necessary in the judgment of the AUTHORITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the LICENSEE will retain the possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another scheduled use of the ARENA. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or

adjusted at the sole discretion of AUTHORITY based on the situation and the LICENSEE hereby waives any claim for damages or compensation from AUTHORITY.

32. **OBJECTIONABLE PERSONS**

AUTHORITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons and neither AUTHORITY nor any of its officers, agents or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by AUTHORITY of such right.

33. **OPENING HOURS**

AUTHORITY agrees to open doors for event at 6:30 pm

34. **REFUND OF TICKET REVENUE**

AUTHORITY retains the right to make determination of ticket refunds for cause, in keeping with AUTHORITY policy or retaining faith with the public. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment, failure of an act to show or go on within reasonable time schedule, and non-appearance or in any case where in the opinion of the AUTHORITY the LICENSEE has not produced or delivered in whole, or in part, the performance, product or service that has been advertised to the public.

35. **ANNOUNCEMENTS**

AUTHORITY reserves the right to make announcements during intermission which would relate briefly to future attractions, institutional advertising and such announcements as AUTHORITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats or to exit the building.

36. **AGREEMENT TO QUIT PREMISES**

LICENSEE agrees to quit licensed space no later than the end of this Agreement and further agrees to leave licensed space in condition equal to that at commencement date of this Agreement, ordinary wear and tear and use thereof excepted. Failure to quit the premises will make the LICENSEE liable for additional payment of rent as indicated in paragraph 6 above.

37. **LOST ARTICLES**

AUTHORITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance or exhibition. Persons in LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles.

38. **NON-ASSIGNMENT**

LICENSEE will not assign, transfer, subject or compromise any right, title, or interest in this Agreement, without AUTHORITY'S prior written approval.

39. **DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of the license fee or in the advance payment of event expenses or any part thereof at the times above specified, or if any default is made in any covenant or agreement therein contained, this permit and the relationship of the parties at the option of the AUTHORITY shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said AUTHORITY may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said license fee as herein agreed to be paid. In case suit or action is instituted by AUTHORITY to enforce compliance with the agreement, AUTHORITY shall be entitled to the costs of the suit and reasonable attorney's fees.

40. **CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

41. **FORCE MAJEURE**

If the event cannot take place, in whole or in part, because of an ACT OF GOD, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of the AUTHORITY or which the AUTHORITY is unable to avoid by exercise of due diligence, AUTHORITY shall have no obligation or liability whatsoever to LICENSEE as a result thereof.

42. **RIGHT TO CANCEL**

It is expressly agreed by and between the parties hereto that the AUTHORITY may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the work (or services, etc.) being performed by (or provided by) LICENSEE is unsatisfactory or in any way does not meet the approval of the AUTHORITY. The AUTHORITY shall terminate this Agreement under this provision by giving the LICENSEE notice of said termination in writing at any time prior to the commencement of the event.

43. **SEVERABLE AGREEMENT**

This is a Severable Agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof.

44. **COMPLETE AGREEMENT**

This Agreement sets forth the entire understanding between the AUTHORITY and the LICENSEE and no amendments or modifications shall be made to the Agreement, except in writing signed by both the AUTHORITY and the LICENSEE.

**EVENT SERVICES, INC.
STANDARD CONTRACT ADDENDUM**

1. COMPLIMENTARY TICKETS

Except as specified in the attached Use Agreement ("Base Agreement"), complimentary tickets shall be under the exclusive control of Event Services, Inc., a wholly-owned subsidiary of World Wrestling Entertainment, Inc., and shall be issued in an amount deemed necessary by Event Services, Inc. for the purpose of promoting this event. For the purpose of settlement, where permitted by law, complimentary tickets shall have a \$0 face value.

2. PARKING

It is agreed that all venues with parking facilities shall provide free parking to Event Services, Inc. and World Wrestling Entertainment, Inc. talent and agents to the extent consistent with past practices between Licensor/Lessor and Licensee and upon presentation of appropriate Event Parking Permits.

3. TICKET MANIFEST

Licensor/Lessor shall provide Event Services, Inc. as soon as practicable, but in no case less than two weeks prior to the event, with a complete manifest setting forth the number of tickets for the event, ticket pricing and other related information, to the extent then available.

4. CONCESSION

Neither the Licensor/Lessor nor his concessionaire shall sell its own souvenirs, novelty items, t-shirts, programs, DVD's, CD's or Videos at this event. Only official World Wrestling Entertainment, Inc. merchandise provided by World Wrestling Entertainment, Inc. shall be sold. Additionally, no sampling, giveaways or soliciting of WWE patrons or distributing of promotional materials at the venue is permissible without prior approval from Event Services Inc. or World Wrestling Entertainment, Inc. Licensor/Lessor further acknowledge that no intermission will be held for Event Services Inc./World Wrestling Entertainment, Inc. Televised or Pay Per View events.

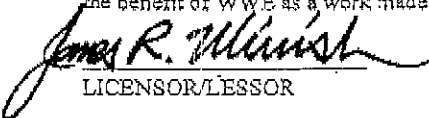
5. GROUP TICKETS

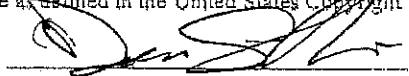
Group Sales will not be offered by the Licensor/Lessor without the prior approval of Event Services, Inc.

6. ANCILLARY RIGHT

LICENSOR/LESSOR shall not cause or allow any person or entity to videotape, film, photograph, record, distribute, communicate, publish, transmit, broadcast, exhibit, or reproduce in any manner whatsoever for any media whatsoever whether now known or hereinafter devised ("Record") any activities surrounding the Event at the venue, which include, but are not limited to the following: set-up, staging, rehearsals, meetings, prerecording elements, the Event itself, and any other WWE-related activities during the term of the contract without the express prior written consent of WWE ("Protected Activities"). If LICENSOR/LESSOR directly or indirectly cause, or allow any person or entity to Record such Protected Activities, WWE shall be entitled to equitable relief and such other relief as any court of competent jurisdiction may deem just and proper.

LICENSOR/LESSOR certifies that the venue may be photographed, videotaped or otherwise recorded by WWE in connection with the Event. As to any rights as to which Licensor has the right to grant (but expressly excluding any third-party rights or approvals that may be required, which rights and/or approvals WWE understands and agrees that WWE shall be responsible for obtaining separately), LICENSOR/LESSOR grants WWE the sole and exclusive right, including the right to authorize others, to use and incorporate any photographs and/or footage obtained at the venue, in connection with any exploitation, advertising, promotion and/or packaging, including but not limited to, publications, radio, television, home video or other motion picture programs or sound recordings ("Products") at such times and in such manner as WWE may elect in perpetuity throughout the world, and to publish and/or broadcast, exhibit and/or exploit and/or reproduce the same in any and all media, whether now or hereinafter known or devised. LICENSOR/LESSOR further acknowledges and agrees that WWE shall be under no obligation to use or exploit the photos and/or footage obtained at the venue; that LICENSOR/LESSOR shall not be entitled to any further payments, residuals, monies or other compensation arising out of WWE's exploitation of the photos and/or footage in any manner and that the photos and/or footage shall be the sole and exclusive property of WWE in perpetuity. In this regard, the photos and/or footage shall be deemed created for the benefit of WWE as a work made for hire as defined in the United States Copyright Act of 1976.

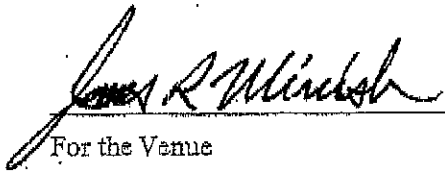

LICENSOR/LESSOR


LICENSEE/LESSEE

ADDENDUM

Lessor shall not lease the Facility for use by or in connection with any professional wrestling performance, competition, exhibition or event (collectively a "Wrestling Event") which will occur during the period which (i) begins ninety (90) days prior to the starting date of Lessee's Wrestling Event at the Facility and (ii) ends thirty (30) days after the ending date of Lessee's Wrestling Event at the Facility (the "Exclusivity Period"). Nor shall Lessor permit any of the real, personal, tangible or intangible property, equipment or licenses belonging to or associated with the Facility or the Lessor (collectively "Lessor's Assets") to be used during the Exclusivity Period in connection with the production staging, exhibition, performance, broadcast or telecast of any Wrestling Event intended to be held at the Facility at any time, whether or not during the Exclusivity Period. Nor shall the Lessor permit any of the Lessor's Assets to be utilized during the Exclusivity Period (i) for the advertising, promotion, broadcast or telecast of, or the furnishing of publicity for, any Wrestling Event which is scheduled or intended to occur at any time, whether or not such Wrestling Event would occur during the Exclusivity Period, or (ii) for any advertising, promotion, broadcast or telecast utilizing or publicizing any name, logo, trademark or service mark belonging to or associated with any promoter, or producer of live, broadcast or telecast Wrestling Events other than Events Service Inc. or World Wrestling Entertainment, Inc. In addition, during the time period in which tickets are on sale for a Wrestling Event to be held at the Facility by Lessee or World Wrestling Entertainment, Inc., the Lessor shall not sell or permit the use of any of Lessor's Assets for the sale, advertising, promotion or distribution of any tickets for any other Wrestling Event. Further, Lessor

covenants and agrees that it will cause each of its parents, subsidiaries, affiliates, representatives, agents, employees, successors and assigns to refrain from any act which Lessor has agreed not to take and to prevent any action which Lessor has agreed to prevent.


For the Venue


For Event Services, Inc.

October 11, 2011
Date

10/14/11
Date

THIS ADDENDUM IS ANNEXED TO THIS CONTRACT AND INCORPORATED WITHIN THE TERMS AND CONDITIONS HEREIN STATED. SIGNATURES OF BOTH THE VENUE AND EVENT SERVICES, INC. MUST BE AFFIXED.

45. DISCRETIONARY MATTERS

Any decision affecting any material provision not herein expressly provided for shall rest solely within the discretion of the Authority, its Chief Executive Officer or its Stadium/ARENA Manager.

46. APPLICABLE LAW

This Agreement shall be interpreted according to the provisions of the laws of the State of New Jersey.

47. RELATIONSHIP

The relationship created by this Agreement is that of principal and independent contractor, and nothing herein shall be deemed to make the LICENSEE a partner, agent or employee of the AUTHORITY.

48. ARENA NAME

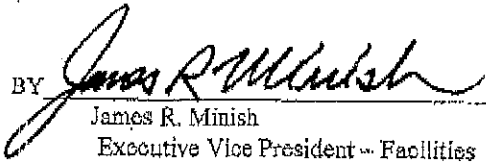
The ARENA shall at all times be known as IZOD CENTER or by such names as designated by the AUTHORITY and shall not otherwise be designated by LICENSEE in any manner or in any publication, advertising or on any ticket, unless the AUTHORITY first consents, in writing, to such other designation. LICENSEE shall similarly require that any LICENSEE agent refer to the ARENA by the name so designated in any printed material or broadcast.

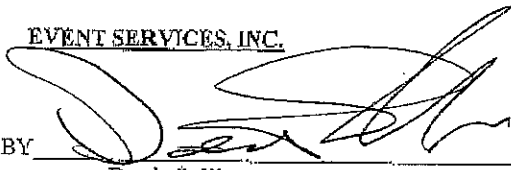
49. CONFIDENTIALITY

The parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Agreement.

*Addendum annexed hereto is incorporated herein and subject to the terms of this agreement.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

BY 
James R. Minish
Executive Vice President - Facilities

EVENT SERVICES, INC.

BY Denis Sullivan
Vice President - Event Booking

**ADDENDUM A
TO THE BASIC LICENSE AGREEMENT**

The following terms and conditions collectively referred to as Addendum A above shall become an operating part of the Basic License Agreement as if incorporated therein:

1. TICKET PRICES - CONFIGURATION

A. TBD -- Using curtain system

<u>Area</u>	<u>Price</u>
Floor	\$78.50
Floor, Lower Tier	\$63.50
Lower Tier	\$48.50
Upper Tier	\$33.50
Upper Tier	\$23.50

- B. The AUTHORITY shall have the right to cause to be set aside for its purchase up to TBD -tickets per show.
- C. The AUTHORITY has the right to hold seats for suite relocation for obstructed view suites due to production. These tickets are complimentary.
- D. The ticket prices above include a \$3.50 facility fee, which shall be split 50% Authority / 50% LICENSEE after deducting any applicable taxes.

2. SUITE REVENUE DISTRIBUTION

- A. It is understood and agreed that this permit for occupancy of the Arena does not extend to the luxury suites in the Arena. The tickets in the luxury suites are complimentary (total of 466 seats)
- B. Suite 121 shall be allocated to the LICENSEE.

3. COMPLIMENTARY TICKET DISTRIBUTION

The LICENSEE shall not permit free admission or passes in excess of the following schedule for complimentary tickets:

LICENSEE: 1% of capacity of which 50 tickets shall be allocated to the AUTHORITY per show.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

By James R. Minish
James R. Minish
Executive Vice President -- Facilities

EVENT SERVICES, INC.

BY Denis Sullivan
Denis Sullivan

Vice President - Event Booking

James R Minish
Executive Vice President
(201) 460-4204
jminish@njsea.com

December 21, 2009

Mr. Kevin Morrow
Live Nation – New York
220 West 42nd Street – 11th Floor
New York, NY 10036

Dear Kevin:

Pursuant to the discussions between the New Jersey Sports and Exposition Authority ("NJSEA") and Live Nation regarding the continuation of the incentive program to bring concerts to the IZOD Center as well as providing the NJSEA with priority scheduling rights for certain Live Nation concerts, the Parties hereby agree as follows:

1. TERM

This Agreement shall be effective as of January 1, 2010 and shall terminate on December 31, 2011. Thereafter, the NJSEA shall have a one (1) year option to renew this Agreement pursuant to the same terms and conditions. The NJSEA must exercise its renewal right by providing written notice to Live Nation no less than ninety (90) days from the end of the then current term.

2. TICKET REBATE

- A) For the First Seven (7) Concerts, i.e. Concerts 1-7:
 - (i) Unless otherwise agreed to by the Parties, Live Nation shall receive four dollars (\$4.00) per ticket sold.

- B) For Concerts 8-12:
 - (i) Unless otherwise agreed to by the Parties, Live Nation shall receive five dollars (\$5.00) per ticket sold.

- C) For Concerts 13 and above:
 - (i) Unless otherwise agreed to by the Parties, Live Nation shall receive six dollars (\$6.00) per ticket sold.

The Parties acknowledge and agree that the above Ticket Rebate provision shall not apply to any The Next Adventure concert. However, these concerts will be included in the count outlined above.

The Parties also acknowledge that the above Ticket Rebate provision shall not apply to any tickets sold through any employee ticket discount offer.

3. LICENSE FEE CONSIDERATIONS

The NJSEA shall retain all License Fee amounts for all Full Arena and Theater events.

4. PRIORITY SCHEDULING

In exchange for the considerations outlined above and in a manner consistent with past practice, during the term of this Agreement Live Nation shall give Priority Scheduling (herein defined) to the IZOD Center for any and all arena concerts promoted by Live Nation in the State of New Jersey. For the purposes of this Agreement Priority Scheduling shall be defined as providing the IZOD Center with the first priority to host any Live Nation promoted arena concert appearing in the State of New Jersey.

In addition, if the IZOD Center is unable to accommodate Live Nation with reasonable dates to hold a particular arena concert, then Live Nation agrees to use best efforts to present the arena concert in another venue located in the State of New Jersey.

5. CONFIDENTIALITY

The Parties agree that all financial terms, personal and proprietary information, shall be held strictly confidential, and shall not be released to a third-party without the prior written consent of the non-releasing party, which consent may be withheld in the sole discretion of the non-releasing party ("Confidential Information"). Notwithstanding the foregoing, either Party may disclose the Confidential Information to its Board of Trustees and to their officers, agents or employees who may be involved in analyses and decision making with respect to these discussions, provided that each such recipient of the Confidential Information is first advised of the contents of this Letter Agreement.

This confidentiality provision shall apply to all agreements entered into by NJSEA and Live Nation. This includes, but is not limited to, all past, present and future agreements entered into by the Parties.

If you concur with the terms of this Letter Agreement, please sign both copies in the space indicated and return one (1) copy to my attention and retain the other for your files.

If you have any questions, please don't hesitate to give me a call.

Sincerely,

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

James R. Minish
Executive Vice President

AGREED AND ACCEPTED:
LIVE NATION

Kevin Morrow



We Bring the World to New Jersey

Meadowlands Racetrack
Giants Stadium
Continental Airlines Arena
Monmouth Park Racetrack
Boardwalk Hall
Atlantic City Convention Center
The Wildwoods Convention Center

February 26, 2007

Ms. Debra Rathwell
AEG Live

Via Fax: (212) 930-5390

Dear Debra:

Per our conversation, the NJSEA has agreed on the following incentive program to bring more concerts to the Meadowlands.

Part 1 - Facility Fee - split as follows

Arena/Curtain: \$0.50 (\$0.472 after tax) per paid ticket for shows 1-9.
\$1.00 (\$0.943 after tax) per paid ticket for shows 10-15.
\$1.50 (\$1.415 after tax) per paid ticket for shows 16 and over.

Stadium: Split facility fee for each show.

Part 2 - The Meadowlands currently has an existing agreement with Ticketmaster. AEG Live would (with our approval for each event) from time to time increase the service charge by \$1.00 for each ticket sold. This additional service charge would be paid by Ticketmaster to the Meadowlands and in turn be paid to AEG Live. Further, it is recognized that this additional TM fee would be paid on an after-tax basis at \$0.943 per Ticketmaster ticket sold.

Part 3 - The Meadowlands will provide AEG Live with a \$5,000 rebate per event day for each promoted event, if the rental deal is \$70,000 or above for full Arena shows and \$2,500 rebate per event day if the rental deal is \$50,000 or above for Curtain shows.

The deal will run from January 1, 2007 and end on September 30, 2007.

If you have any questions, please don't hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron VanDeVeen", is written over a horizontal line.

Ron VanDeVeen

c: J. Minish
C. Tamburri